

**BEFORE SUBMITTING YOUR BID**

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
  - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
  - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

**AND FOR FEDERAL AID PROJECTS**

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

**If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.**

**For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.**

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

**Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at [rebecca.pooler@maine.gov](mailto:rebecca.pooler@maine.gov).

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
Bid Guaranty-Bid Bond Form

**KNOW ALL MEN BY THESE PRESENTS THAT**\_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

# REQUEST FOR INFORMATION

Date \_\_\_\_\_ Time \_\_\_\_\_

**Information Requested:**      **PIN:** \_\_\_\_\_ **Town(s):** \_\_\_\_\_

[illegible]

Request by: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_\_

**Bid Date:** \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**Complete top portion of form and transmit to the number listed in the Notice to Contractors**

RFI No: \_\_\_\_\_ RFI received: \_\_\_\_\_

**Response:**\_\_\_\_\_

[illegible]

Response By:\_\_\_\_\_ Date:\_\_\_\_\_

# INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at [http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)



# CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section  
16 State House Station,  
Augusta, Me 04333-0016  
or  
Fax: 207-624-3431

Contractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ FEDERAL PROJECT # \_\_\_\_\_ LOCATION: \_\_\_\_\_

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = \_\_\_\_\_ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

\_\_\_\_\_  
\_\_\_\_\_.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.  
No DBE firms bid.

\*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.  
Directory of certified DBEs is available on MDOT's website: [www.state.me.us/mdot](http://www.state.me.us/mdot)

Equal Opportunity Use:

Plan received \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_ Action: \_\_\_\_\_



## Office of Human Resources

### Equal Opportunity

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## MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

[http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.*

## STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Bridge Replacement in the town of Norway" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on March 31, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Bridge projects. All other Bids may be rejected. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice,, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. BR-1019(356)X , PIN 10193.56

Location: In Oxford County, project is located on Bridge Street at the Bridge Street Bridge over Pennessseewassee Stream ,located 0.02 mile southerly of Route 117.

Outline of Work:1461 M3 earth and approach work , 188 MG hot mix asphalt, 62 M2 sheet steel piling, 120 M steel H- beam piles, 83 M3 structural concrete, 65 M3 prestressed structural concrete slab, sanitary sewer work and other incidental work.

### **The basis of award will be section 0001**

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Ben Foster**(207)624-3491. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division Office in Division 7 Dixfield. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$19.00 (\$22.50 by mail). Half size plans \$9.50 (\$11.75 by mail), Bid Book \$10.00 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

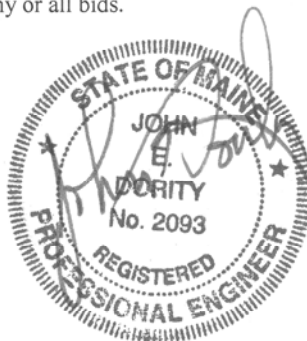
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$20,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine  
March 10, 2004



JOHN E. DORITY  
CHIEF ENGINEER

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**  
**&**  
**SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.state.me.us/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, and to incorporate them into their Bid Package. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package. Failure to acknowledge receipt of all Amendments to the Bid Package will be considered a Non-curable Bid Defect in accordance with Section 102.11.1 of the Standard Specifications, Revision of December 2002.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

**Bid Bond Validation Number** \_\_\_\_\_  
**(Applicable to annual bid bonds or electronic bid bonds.)**

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 010193.56

PROJECTS

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BR-1019(356)X

COUNTY : OXFORD

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010193.56

PROJECT(S): BR-1019(356)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

## SECTION 0001 BRIDGE ITEMS

0010	202.10 REMOVING EXISTING SUPERSTRUCTURE (PROPERTY OF CONTRACTOR)	LUMP	LUMP			
0020	202.14 REMOVING EXISTING RAILINGS (PROPERTY OF CONTRACTOR)	37.000 M				
0030	202.15 REMOVING MANHOLE OR CATCH BASIN	3.000 EA				
0040	203.20 COMMON EXCAVATION	440.000 M3				
0050	203.25 GRANULAR BORROW	190.000 M3				
0060	203.26 GRAVEL BORROW	54.000 M3				
0070	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	7.000 M3				
0080	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	370.000 M3				
0090	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	400.000 M3				

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010193.56

PROJECT(S): BR-1019(356)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	403.209 HOT MIX ASPHALT 9.5 MM(SIDEWALKS,DRIVES, INCIDENTAL )	8.000 MG				
0110	403.210 HOT MIX ASPHALT 9.5 MM NOMINAL MAX SIZE	88.000 MG				
0120	403.213 HOT MIX ASPHALT 12.5 MM, BASE	92.000 MG				
0130	409.15 BITUMINOUS TACK COAT APPLIED	60.000 L				
0140	501.231 DYNAMIC LOADING TEST	1.000 EA				
0150	501.301 STEEL SHEET PILING	LUMP	LUMP			
0160	501.40 STEEL H-BEAM PILES 79 KG/M, DELIVERED	120.000 M				
0170	501.401 STEEL H-BEAM PILES 79 KG/M, IN PLACE	120.000 M				
0180	501.90 PILE TIPS	10.000 EA				
0190	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP	LUMP			
0200	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP	LUMP			

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010193.56

PROJECT(S): BR-1019(356)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	502.25 STRUCTURAL CONCRETE SUPERSTRUCTURE SLABS	LUMP	LUMP			
0220	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP	LUMP			
0230	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	3425.000 KG				
0240	503.13 REINFORCING STEEL, PLACING	3425.000 KG				
0250	507.0831 STEEL BRIDGE RAILING, 4 BAR	LUMP	LUMP			
0260	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			
0270	511.07 COFFERDAM:	LUMP	LUMP			
0280	512.081 FRENCH DRAINS	LUMP	LUMP			
0290	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA				
0300	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0310	525.26 REPOINTING GRANITE MASONRY	18.000 M2				



## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010193.56

PROJECT(S): BR-1019(356)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	525.32 GRANITE MASONRY WALL - REMOVE AND RESET	LUMP	LUMP			
0330	525.34 GRANITE MASONRY FACING	3.000 M2				
0340	526.34 PERMANENT CONCRETE TRANSITION BARRIER	3.000 EA				
0350	535.60 PRESTRESSED STRUCTURAL CONCRETE SLAB	LUMP	LUMP			
0360	603.159 300 MM CULVERT PIPE OPTION III	20.000 M				
0370	603.74 REMOVE AND RELAY CONCRETE PIPE	12.000 M				
0380	604.072 CATCH BASIN TYPE A1-C	3.000 EA				
0390	604.15 MANHOLE	1.000 EA				
0400	604.16 ALTERING CATCH BASIN TO MANHOLES	1.000 EA				
0410	604.2402 BEHIND CURB CATCH BASIN	1.000 EA				
0420	608.08 REINFORCED CONCRETE SIDEWALK	175.000 M2				

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010193.56

PROJECT(S): BR-1019(356)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	609.11 VERTICAL CURB TYPE 1	88.000 M				
0440	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	12.000 M				
0450	609.132 VERTICAL BRIDGE CURB TYPE 1B	24.000 M				
0460	609.237 TERMINAL CURB TYPE 1 - 2.1 METER	16.000 EA				
0470	609.38 RESET CURB TYPE 1	18.000 M				
0480	615.07 LOAM	1.000 M3				
0490	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	1.000 UN				
0500	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY )	230.000 M				
0510	629.05 HAND LABOR, STRAIGHT TIME	10.000 HR				
0520	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10.000 HR				
0530	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	10.000 HR				

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010193.56

PROJECT(S): BR-1019(356)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	635.14 PREFABRICATED CONCRETE MODULAR GRAVITY WALL	25.000 M2				
0550	637.071 DUST CONTROL	LUMP	LUMP			
0560	639.19 FIELD OFFICE TYPE B	1.000 EA				
0570	652.31 TYPE I BARRICADE	6.000 EA				
0580	652.33 DRUM	20.000 EA				
0590	652.34 CONE	20.000 EA				
0600	652.35 CONSTRUCTION SIGNS	50.000 M2				
0610	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP			
0620	652.38 FLAGGER	80.000 HR				
0630	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0640	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					.

## SCHEDULE OF ITEMS

DATE: 040308

REVISED:

CONTRACT ID: 010193.56

PROJECT(S): BR-1019(356)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

## SECTION 0002 SANITARY

0650	604.15 MANHOLE	EA	1.000			
0660	801.17 200 MM PVC SANITARY SEWER (SDR-35)	M	69.000			
0670	802.174 300 MM DIAMETER SLEEVE	M	24.000			
	SECTION 0002 TOTAL					
	TOTAL BID					

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **10193.00**, for the **Bridge Replacement** in the town of **Norway**, County of **Oxford**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**Pin No. 10193.56 Norway, Bridge Replacement,**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness



## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **10193.00**, for the **Bridge Replacement** in the town of **Norway**, County of **Oxford**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**Pin No. 10193.56 Norway, Bridge Replacement,**

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

**(Name of the firm bidding the job)**

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness Sign Here)  
Witness

CONTRACTOR  
(Sign Here)  
\_\_\_\_\_  
(Signature of Legally Authorized Representative of the Contractor)

\_\_\_\_\_  
(Print Name Here)  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
(Witness)



BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**,  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20....

WITNESSES:

Signature.....

Print Name Legibly .....

Signature .....

Print Name Legibly .....

SURETY ADDRESS:

.....

.....

.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....

Print Name Legibly .....

SURETY:

.....

Print Name Legibly .....

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business in \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

TELEPHONE .....

General Decision Number ME030009 06/13/2003 ME9

Superseded General Decision No. ME020009

State: Maine

Construction Type:  
HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

ENGI0004V 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.51	6.00
Rollers	16.51	6.00

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SUME4024A 10/24/2000

	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05
Bulldozers	12.33	2.88

Cranes	14.06	1.75
Excavators	12.38	2.48
Graders	13.06	3.73
Loaders	11.41	2.87
Mechanics	13.18	2.57

#### TRUCK DRIVERS

Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

□

Project No. **BR-1019(356)X**

SPECIAL PROVISION  
CONSTRUCTION AREA

A Construction Area located in the **Town of NORWAY** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

- (a) The section of highway under construction from Sta. 2+040.000 to Sta. 2+095.300 of the construction centerline, plus approaches.
- (b) (Bridge Street) from Sta. 2+040.000 to Sta. 2+095.000 of the construction centerline, plus approaches.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

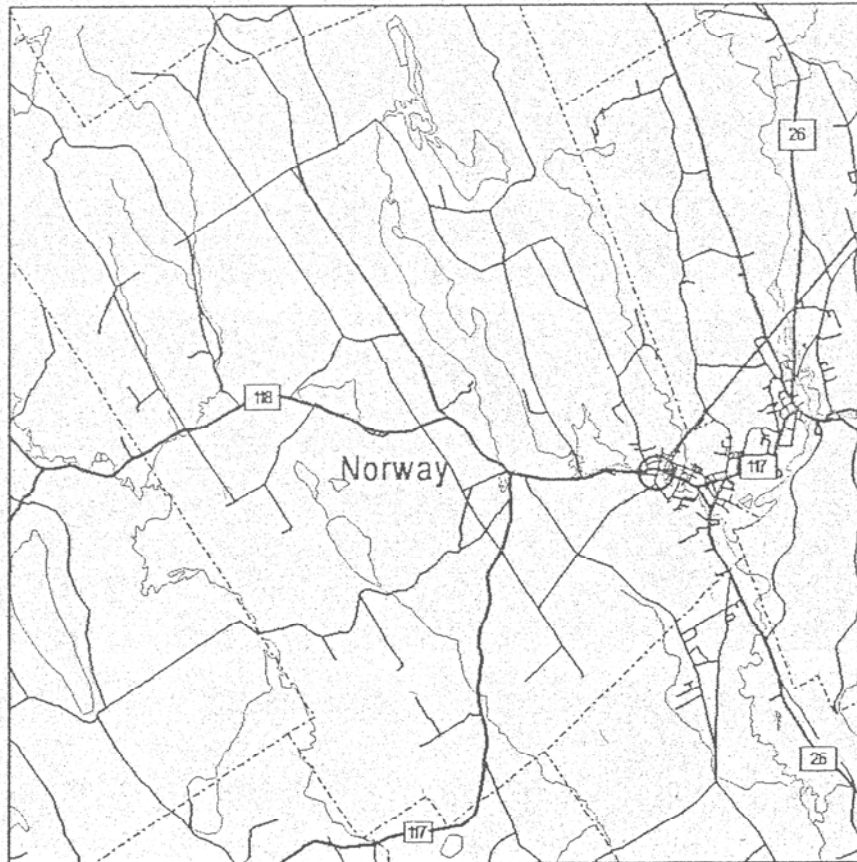
A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **Town of NORWAY** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

# BRIDGE NO. 0801



PROJECT LOCATION

LOCATION MAP



Scale in Kilometers

SPECIAL PROVISION  
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
  - A. Must be procured from the municipal officers for a construction area within that municipality;
  - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
    - (1) Withholding by the agency of the work of final payment under contract;  
or
    - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
  - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
  - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:



- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
  - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
  - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

### **Historical and Statutory Notes**

#### **Derivation:**

R.S. 1954, c. 22 § 98  
Laws 1955, c. 389  
Laws 1967, c. 3.  
Laws 1971, c. 593, § 22.  
Laws 1973, c. 213.  
Laws 1975, c. 130, §  
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.  
Laws 1981, c. 413.  
Laws 1985, c. 225, § 1  
Laws 1987, c. 52.  
Laws 1987, 781, § 3.  
Laws 1989, c. 866, § B-13.  
Laws 1991, c. 388, § 8.  
Laws 1993, c. 683, § A-1.  
Former 29 M.R.S.A. § 2382.

#### **Cross Reference**

Collection by Secretary of State, See 29-A  
M.R.S.A. § 154.

**SPECIAL PROVISION**  
(Consolidated Special Provisions)

**SPECIAL PROVISION SECTION 101**  
**CONTRACT INTERPRETATION**

**101.2 Definitions - Closeout Documentation**

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

**SPECIAL PROVISION SECTION 102**  
**DELIVERY OF BIDS**  
(Location and Time)

**102.7.1 Location and Time** Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

**SPECIAL PROVISION SECTION 103**  
**AWARD AND CONTRACTING**

**103.3.1 Notice and Information Gathering**

Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

**SPECIAL PROVISION SECTION 105**  
**GENERAL SCOPE OF WORK**

**105.6.2 Contractor Provided Services**

Change the first paragraph by the addition of the following as the second sentence: “The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work.”

## SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: “This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content.”

Add the following to the beginning of paragraph 3 of A: “For pay factors based on Quality Level Analysis, and”

## SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: “If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President’s Day, Patriot’s Day, the Friday after Thanksgiving, and Columbus Day without the Department’s approval.”

## SPECIAL PROVISION SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words “...Delivered on or near the Work site at acceptable storage places.”

## SPECIAL PROVISION SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

109.4.4 Investigation / Adjustment In the third sentence, delete the words “subsections (A) - (E)”

109.7.2 Basis of Payment Replace with the following: “Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3-Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

#### 109.7.5 Force Account Work

##### C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased...”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead.”

### SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; “Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.”

### SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

### SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may .....”

SPECIAL PROVISION SECTION 504  
REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

SPECIAL PROVISION SECTION 535  
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

SPECIAL PROVISION SECTION 604  
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

"Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09"

SPECIAL PROVISION SECTION 615  
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	"5% - 10%", as determined by Ignition Test

## SPECIAL PROVISION SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed .....” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

## SPECIAL PROVISION SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

## SPECIAL PROVISION SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

**SPECIAL PROVISION SECTION 637**  
**DUST CONTROL**

**637.06 Basis of Payment** Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

**SPECIAL PROVISION SECTION 652**  
**MAINTENANCE OF TRAFFIC**

**652.8.2 Other Items** Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

**SPECIAL PROVISION SECTION 656**  
**TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

**656.5.1 If Pay Item 656.75 Provided** Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

**SPECIAL PROVISION SECTION 703**  
**AGGREGATES**

**703.22 Underdrain Backfill Material** Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”



SPECIAL PROVISION SECTION 709  
REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand Change the second paragraph from "...shall be 12mm [ $\frac{1}{2}$  inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)..."

SPECIAL PROVISION SECTION 712  
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

"712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible

signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and

circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [ $\frac{1}{2}$  in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [ $\frac{3}{4}$  in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

### SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

**Town:** Norway  
**Project:** BR-1019(356)X  
**PIN:** 10193.56  
**Date:** August 22, 2003

**SPECIAL PROVISIONS  
SECTION 104  
Utilities**

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is hereby called for.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for coordination of the work and for utility and/or railroad adjustments as defined in Subsection 104.4.6 and 104.4.8 of the Standard Specifications. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction, unless otherwise provided.

**Overview**

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X	None	None
Adelphia	X	None	None
Oxford Telephone Network	X	None	None
Verizon	X	None	None
Town of Norway Wastewater (Sewer)	None	X	None
Norway Water District	None	X	None

Temporary utility adjustments are not contemplated unless herein provided for.

The approximate locations of major items of existing and proposed (permanent and temporary) utility plant are shown on the highway construction plans.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

Manholes, valve boxes, service connections, and similar incidental utility plant are to be adjusted in cooperation with work being done by the Contractor.

**Town: Norway**  
**Project: BR-1019(356)X**  
**PIN 10193.56**  
**Date: August 22, 2003**  
**Page 2**

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractors shall have no claim against the Department if they are exceeded.

Utility working days are Monday through Friday, conditions permitting. Times are estimated on a basis of a single crew for each utility.

In all cases, all utilities shall be advised well in advance (generally three weeks) before work, depending upon other work to be done by the Contractor, in any particular area, is commenced by them.

Unless otherwise specified, any underground utilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All clearing and tree removal which is a part of this contract in areas where utilities are involved must be completed by the Contractor before the utilities can relocate their facilities.

### **AERIAL**

**Central Maine Power Company** has rerouted the conductor around the project site. This leaves a service drop to be removed and a street light. The electrical service drop is to be removed before October 2003. The light shall be removed on a temporary basis prior to the start of construction. The pole at Station 2+ 035 on the left is to remain as is.

### **TEMPORARY AERIAL WORK**

**Verizon** is to install a temporary pole at Station 2+ 060 8.5 meters Left; with estimated time, one (1) working day. Transfer existing pole (including cutting in slack), with estimated time: five (5) working days Total estimated time is six (6) working days..

**Adelphia** plans to transfer their existing cable to the temporary pole, estimated time being three (3) working days.

**Town:** Norway  
**Project:** BR-1019(356)X  
**PIN:** 10193.56  
**Date:** August 22, 2003  
**Page 3**

### **PERMANENT AERIAL WORK**

**Verizon** plans to install a new permanent pole at Station 2+ 057 4.5 Meter Left. They plan to transfer their existing cable to this pole as soon as Oxford Network has completed their permanent work.

**Adelphia** plans to transfer their existing cable to the new permanent pole as soon as it becomes available.

**Oxford Network** plans to transfer their existing cable to the new permanent pole as soon as it becomes available.

The Aerial Utilities plan to do the permanent work in conjunction with the Contractor.

### **SEQUENCE OF TEMPORARY AERIAL WORK**

**Verizon-** Set new pole.

**Central Maine Power Company-** Remove street light.

**Adelphia-** Transfer cable.

**Oxford Network-** Transfer cable.

**Verizon-** Transfer cable to new pole and remove old poles.

### **SEQUENCE OF PERMANENT AERIAL WORK**

**Verizon-** Set new pole and transfer cable to new pole.

**Oxford Network-** Transfer cable to new pole.

**Adelphia-** Transfer cable to new pole.

**Central Maine Power Company-** Install new street light on pole.

### **UNDERGROUND**

**Town of Norway Wastewater Department (Sewer)** plans to include their sewer work as part of the Department Bridge Contract. For more information, please see the sewer plans and specifications, that are a part of the Department's plans and specifications.

**Norway Water District** plans to install a new 12 inch water main under the stream bed. This work is to be accomplished by directional bore; estimated time (10) ten working days They plan to do this work in the fall or early summer of 2003/ 2004.

### **New Pole Locations:**

Station

Offset

**Temporary Verizon**

2+ 060

8.5 M Left

**Permanent Verizon**

2+057

4.5 M Left

**Town:** Norway  
**Project:** BR-1019(356)X  
**PIN:** 10193.56  
**Date:** August 22, 2003  
**Page 4**

**Utility Specific Issues:**

Any tree removal or tree trimming required within ten feet of the electrical conductors must be done by a qualified contractor. A list of tree removal contractors qualified to remove trees or limbs within ten feet of the electrical conductors may be obtained from the power company.

**CONTRACTOR**

Any tree removal or clearing shall be incidental to the file drawing.

**DIG SAFE**

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavating work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine "Dig Safe" System.

**SAFE PRACTICES AROUND UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A, Sections 751-761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line, the Contractor shall notify the aerial utilities as per Section 757 of the above act.

**BLASTING**

In addition to any other notice which may be required, the Contractor shall notify an authorized representative of each utility having plant close to the site not later than 3:00P.M. on the working day (Monday through Friday) before he intends to blast. Notice shall state the approximate time of the blast.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY**

JAQ/sm

CC: Ben Foster, Project Manager  
Bridge Program



SPECIAL PROVISION  
SECTION 105  
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC  
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”

Town:Norway  
PIN #:10193.00  
Date:7/8/02

SPECIAL PROVISION  
SECTION 105  
General Scope of Work  
(Environmental Requirements)

Instream Work shall not be allowed between the dates of 10/1 and 6/30.  
(Instream work is allowed from 7/1 to 9/30.)

Stream Name(s) with Station #s: Pennessewasse Stream  
Special Conditions: See Attached Special Conditions

Instream work consists of activities conducted in the water, which result in unacceptable levels of sedimentation, vibration, pollution.

Activities prohibited below high water mark during the instream work window restriction are as follows:

- Excavating or dredging, either in waterbody or within a cofferdam which is still under construction if sedimentation will occur,
- Driving piles, either sheet piles or H-piles (unless within a cofferdam).
- Pulling or removing piles if sedimentation will occur.
- Placing riprap, fill, concrete or other materials, (unless within a cofferdam).
- Blasting unless measures can be taken to avoid interfering with fish passage or spawning.
- Drilling unless measures can be taken to avoid interfering with fish passage or spawning.

No construction activity, whether temporary or permanent, is allowed that completely blocks a river, stream, or brook without providing downstream flow.

SPECIAL PROVISION  
SECTION 105  
USE OF ROADS AS DETOURS

The Contractor shall obtain written permission from the towns to use town owned roads to route traffic during the bridge closure. The Contractor is responsible for any additional damage to the town owned roads while the detour is in use.

BWF

SPECIAL PROVISION  
SECTION 107  
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

”107.4.2 Schedule of Work Required Within 21 Days of Contract Execution and before beginning any on-site activities, the Contractor shall provide the Department with its Schedule of Work. The Contractor shall plan the Work, including the activity of Subcontractors, vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Department to perform its functions as indicated in this Contract, including QA inspection and testing, approval of the Contractor's TCP, SEWPCP and QCP, and review of Working Drawings.

At a minimum, the Schedule of Work shall include a bar chart which shows the major Work activities, milestones, durations, and a timeline. Milestones to be included in the schedule include: (A) start of Work, (B) beginning and ending of planned Work suspensions, (C) Completion of Physical Work, and (D) Completion. If the Contractor Plans to Complete the Work before the specified Completion date, the Schedule shall so indicate.

Any restrictions that affect the Schedule of Work such as paving restrictions or In-Stream Work windows must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.

The Department will review the Schedule of Work and provide comments to the Contractor within 20 days of receipt of the schedule. The Contractor will make the requested changes to the schedule and issue the finalized version to the Department.”

SPECIAL PROVISION  
SECTION 107  
PROSECUTION OF WORK  
and  
**SUPPLEMENTAL LIQUIDATED DAMAGES**

The Contractor shall conduct his operation in such a manner that the bridges will be Complete and open to traffic on or before November 15, 2004.

Once the Contractor commences work on this project the work shall be continuous through completion.

Supplemental liquidated damages will be assessed to the Contractor at the rate of one thousand dollars (\$1000.00) per day for each day the bridge remains closed beyond the above mentioned time.

This assessment of liquidated damages will be in addition to the liquidated damages specified in Section 107 of the Standard Specifications.

SPECIAL PROVISION  
SECTION 107  
TIME

(Supplemental Liquidated Damages for Fabrication Time)

107.8.1 Fabrication Time.

The Department has budgeted for the following amounts of continuous fabrication/shop inspection for certain Work components:

<u>Element</u>	<u>Time</u>	<u>Supplemental LD</u>
1) Precast Concrete Box Beams	14 calendar days	\$800 per calendar day

The Contractor is responsible for requiring their fabricators and suppliers to produce these products for the Work continuously until finished, including any needed actions to correct unacceptable workmanship or materials. If the Department determines that shop inspection beyond these times is required, then the corresponding Supplemental Liquidated Damages will be deducted as they occur from amounts otherwise due the Contractor. The Contractor will be notified by the Department when these times begin and when the allotted time will expire.

Norway  
BR-1019(356)X  
December 10, 2003

SPECIAL PROVISION  
SECTION 107  
PROSECUTION AND PROGRESS  
(Contract Time)

The specified contract completion date is November 15, 2004.

NORWAY-10193.56  
BRIDGE STREET BRIDGE (0801)  
21 JULY 2003

SPECIAL PROVISION  
SECTION 203  
EXCAVATION AND EMBANKMENT  
(Dredge Materials)

**Description:** Dredge Material (See MDOT Standard Specifications § 101.2) is regulated as a Special Waste.

Fifty cubic yards or less of Dredge Material Beneficially Used in the area adjacent to and draining into the dredged water body is exempt from regulation. The Dredge Material quantity from the Bridge Street Bridge site is expected to be less than 50 cubic yards (38 cubic meters).

CONSTRUCTION REQUIREMENTS

**Management and Disposal:** The contractor shall Beneficially Use all Dredge Material excavated at the Bridge Street Bridge Project in the area adjacent to and draining into the dredged water body. No more than 38 cubic meters (50 cubic yards) of Dredge Material may be excavated.

**Method of Measurement:** Dredge Material will be measured by the cubic meter of material removed.

**Basis of Payment:** Dredge Material Beneficially Used will be paid for at the contract unit price bid for Structural Excavation.

Payment shall be full compensation for excavation, dewatering, managing, transporting, and placement.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
206.061	Structural Earth Excavation	cubic meter



**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT**

<b>Desc. of Course</b>	<b>Grad. Design</b>	<b>Item Number</b>	<b>Bit Cont. % of Mix</b>	<b>Total Thick</b>	<b>No. Of Layers</b>	<b>Comp. Notes</b>
<b><u>Bridge Deck</u></b>						
Wearing	9.5 mm	403.210	N/A	40 mm	1	2,4,9
Base	9.5 mm	403.210	N/A	40 mm	1	2,4,9
<b><u>Travel Way and Shoulders</u></b>						
Wearing	9.5 mm	403.210	N/A	40 mm	1	4,9,11,17
Base	12.5 mm	403.213	N/A	60 mm	1	4,9,17
<b><u>Sidewalks, Misc.</u></b>						
Wearing	9.5 mm	403.209	N/A	50mm	2/more	2,3,9,13

**COMPLEMENTARY NOTES**

2. The density requirements are waived.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**
9. Section 106.6 Acceptance, (2) Method C.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Section 401, Table 7 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.
17. The density requirements are as per Specification 401, Method C.

**Tack Coat**

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m<sup>2</sup>, and on milled pavement approximately 0.2 L/m<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.08 L/m<sup>2</sup>.

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION  
SECTION 501  
Steel Sheet Piling

General. This work shall consist of furnishing and driving steel sheet piling at the locations shown on the plans or approved by the Resident. The sheet piling may remain in place at the option of the contractor.

Materials. The steel sheet piling is not required to be new but the steel shall conform to the requirements of ASTM Designation A328.

Construction Requirements. The type of driving hammer used shall be of a type suitable to drive the piling. If the sheet piling is left in place, it shall be cut off 300 mm below subgrade.

Method of Measurement. The sheet piling will be measured by the lump sum.

Basis of Payment. Payment for steel sheet piling work will be made at the contract lump sum price complete in place and accepted. Payment will be for full compensation for furnishing all materials, equipment, tools, and incidentals necessary to complete the item.

Pay Item

Pay Unit

501.301      Steel Sheet Piling

Lump Sum

SPECIAL PROVISION  
SECTION 502  
STRUCTURAL CONCRETE  
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.219	Structural Concrete Abut. & Ret.Walls	\$500	A
A	502.25	Structural Concrete Superstructure Slab		B
LP	502.49	Structural Concrete Curbs and Sidewalks	\$600	A
LP	526.34	Permanent Concrete Transition Barrier	\$600	A

P values listed above reflect the price per cubic meter (M<sup>3</sup>) for all pay adjustment purposes.

December 1, 2003

**SPECIAL PROVISION**  
**SECTION 525**  
**GRANITE MASONRY**  
(Repointing Granite Masonry)

The following is in addition to Section 525 in the Standard Specifications:

Description. Work shall consist of furnishing all labor, material, and equipment necessary to repoint existing granite masonry where indicated on the Contract Drawings and where directed by the Resident.

Mortar shall be machine mixed and proportioned as approved by the Resident. Retempering of mortar will not be permitted.

Hand mixing of mortar may be permitted only for small quantities as approved by the Resident.

No admixtures except for coloring agents shall be permitted in the mortar without written approval from the Resident. Color of mortar shall be approved by the Resident. Sample mixes of hardened mortar shall be submitted to the resident for approval if requested by the Resident. The Resident may direct that the color of mortar be varied if in his/her opinion it will improve the appearance of the masonry. However, color of mortar incorporated in work shall be the same and uniform. All mortar coloring agents shall be manufactured from minerals and light-fast, durable, and resistant to alkali.

Use of calcium chloride is not allowed.

Construction Details. Repointing shall not be done when ambient temperature is 40<sup>0</sup> F or below, nor when the stone contains frost. Whenever possible, face joints shall be properly pointed before mortar sets. Joint shall be prepared for repointing by removing all loose and deleterious materials from existing joints. Face surfaces of stones shall not be smeared with mortar used in pointing.

Joints shall be thoroughly wet with clean water and filled with mortar. Mortar shall be well driven into joints and finished with an approved pointing tool. Walls shall be kept wet while pointing is being done. In hot or dry weather, pointed masonry shall be protected from sun and kept wet for a period of at least three days after completion.

After repointing is complete and mortar has set, all showing surfaces shall be cleaned of loose mortar and cement stains.

Method of Measurement – Repointing Granite masonry will be measured for payment by the number of square meters in place along the exposed face of the newly repointed granite masonry, including joints.

Basis of Payment – Repointed granite masonry will be paid for at the contract unit price per square meter complete in place and accepted. This price shall include all materials, labor and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
525.26 Repointing Granite Masonry	Square Meter

December 1, 2003

**SPECIAL PROVISION**  
**SECTION 525**  
**GRANITE MASONRY**  
(Granite Masonry Wall – Remove and Reset)

The following replaces section 525 in the Standard Specifications:

Description. This work shall consist of carefully removing and transporting the stacked granite units of the existing wall, storing them during construction, performing all preparations for reinstallation in accordance with these specifications, and reinstalling the masonry units as facing of prefabricated modular walls, or depending on the location, as a freestanding granite wall matching reasonably close with the lines and grades of the existing walls, those shown on the plans, or established by the Engineer.

Included in the scope of the Granite Masonry Wall construction are: all cutting, drilling and shaping of the granite masonry blocks, furnishing and installing, and grouting dowels as indicated, mortaring all joints between granite block and adjacent concrete structures, filling all voids between the granite facing and the T-wall with Tremie Concrete, and compaction of the wall foundation if necessary.

**MATERIALS**

Materials. Granite blocks shall consist of those in the present wall and its foundation and such new blocks as may be required. If it should be determined by the resident engineer that new stones are required, they shall be from an approved quarry and be free from materials which, by weathering, would cause discoloration or deterioration. The granite shall reasonably match the color and texture of the existing stones.

Joint Mortar shall comply with section 705.02 – Joint Mortar, except that it shall contain an additive to insure water-tightness. The additive shall not contain a retarding agent or hydrated lime and shall be approved by the resident.

Dowels shall be either ASTM A36/A36M steel, galvanized in accordance with AASHTO M111 (ASTM A123), or ASTM A276 Type 304 stainless steel, 19 mm [3/4 in] diameter, as indicated on the plans. Other types of Dowels may be used with written approval from the Engineer.

High Strength Non-shrink Grout shall be suitable for outdoor use and it shall have a minimum compression strength of 55 MPa [8,000 psi] after 28 days as determined by testing under ASTM C109. It shall not exhibit any measurable decrease in volume after curing. All grout materials shall be approved by the Maine Department of Transportation.

Tremie Concrete for voids shall be Portland Cement Concrete and shall meet the provisions of Section 502 – Structural Concrete, and Portland cement shall conform to the requirements of AASHTO M85, Type I, II or III.

## CONSTRUCTION REQUIREMENTS

General – The lines and grades shall follow those established by the existing wall, or approved by the Resident. Granite masonry shall be laid up in joint mortar with joints reasonably matching the thickness of the joints in the existing walls. The vertical plane of the faces of successive courses of stones shall be within 13 mm [0.5 in]. The top of the walls shall be located within 25 mm [1 in] of the bottom of the thickened sidewalk slab as indicated on the plans.

Stones – The finish on exposed surfaces of the stones shall be free from tool marks. No stone with a face less than 200 mm [8 in] in height and 600 mm [24 in] in length shall be used. Stones shall be cut to have a depth no less than 500 mm [20 in] and no more than 600 mm [24 in] when used as facing for the modular wall unit, and will have a depth no less than 900 mm [36 in] and no more than 1000 mm [40 in] when used for the freestanding stacked granite wall. Irregular projections shall be limited to a maximum of 75 mm [3 in] for any one stone measured from the pitch line. Irregular depressions shall be limited to a maximum of 25 mm [1 in] for any one stone measured from the pitch line.

Dowels – Holes for dowels shall be 37.5 mm [1.5 in] diameter. There shall be a minimum embedment depth of 200 mm [8 in] into each block. There shall be a minimum of one vertical dowel for all granite blocks as well as one horizontal dowel in each stone that is to be connected to the precast gravity walls. The dowels shall be placed a maximum of 1000 mm [40 in] apart in a single stone, not less than 300 mm [12 in] from an edge, or 150 mm [6 in] from the front or back face. Horizontal dowels shall not be less 150 mm [6 in] from the edge of the modular wall unit. No two dowels shall be less than 100 mm [4 in] apart. The bent bars connecting the sidewalk slab shall be installed in the top of the granite walls in a similar manner as the dowels.

The holes for the vertical dowels shall be drilled once the stones are set in place. The hole shall be drilled through the top stone and a minimum of 200 mm into the stone beneath. Dowels shall be placed and grout packed into the hole flush with the top of the granite stone. Horizontal holes shall be drilled through the modular wall faces and a minimum of 200 mm into the granite facing so as not to interfere with the vertical dowels. Grout shall be packed into both the granite block and the modular wall unit face.

Grout – Holes shall be thoroughly cleaned before grout is installed.

Mortar – Joint mortar shall be machine mixed for not less than 1½ minutes after all the ingredients are in the mixer. Mortar shall be used within 45 minutes after the mixing and the retempering of mortar will not be permitted. The mixing and placing of mortar shall be discontinued when the atmospheric temperature is below 5° C [35° F] in the shade and rising, unless otherwise authorized by the Resident.

Setting Stones – Stones shall be thoroughly cleaned before being set, and the bed to receive it shall be well cleaned. The thickness of all joints and beds shall be uniform

throughout. Spalls shall not be used as pinners in mortar beds or joints. When any stone is disturbed or mortar joint broken, the stone shall be taken up, and after all mortar has been cleaned from the stone, bed and joints, the stone shall be reset in fresh mortar. All stones shall be well bedded with the face joints properly raked before the mortar has set.

The masonry shall be kept wet during the pointing, and in hot or dry weather shall be protected from the sun and kept wet for a period of 3 days after completion, unless otherwise permitted or directed. Face surfaces of stone shall not be smeared with mortar and after pointing has been completed and set, the masonry shall be thoroughly cleaned as directed. Stone shall not be set when the stones contain frost or during freezing weather unless permitted.

The Tremie Concrete backing to fill the void between the granite facing and the T-wall shall be so worked and compacted that all spaces around stones are completely filled and an adequate bond with the stone is secured. Construction joints in the concrete, required by intermittent placing, shall be located not less than 150 mm [6 in] below the top bed of any course of the stone facing. The stones shall be secured and the concrete so placed, as approved by the Engineer, to prevent movement of the stones during the placement of the concrete.

Foundation – The area upon which the bottom layer of the reset granite stones is to rest is the top of the portion of the existing wall that remains in place. The foundation shall be thoroughly cleaned. The stones in the remaining portion of the existing wall shall be inspected to insure that they are free from seams, cracks and other structural defects. In locations where there was no wall previously, or if, during removal of the stones, the bottom layer of the existing granite wall was removed, the foundation shall meet the requirements for the foundation established in the Special Provision of Section 635 – Prefabricated Concrete Modular Gravity Wall.

Placement – The first course of the granite facing shall be placed after the leveling slab and the first course of Prefabricated Concrete Modular Gravity Walls have been placed. Additional courses of stone shall be placed with the stones doweled and grouted between placements. Once the stones are less than 300 mm [12 in] below, but not more than 200 mm [8 in] above the top edge of the modular wall units, concrete fill shall be placed between the modular wall units and the granite facing. The wall units shall be backfilled, and the second level of wall units may then be placed. The stones can then continue to be placed and this process continued until the wall is complete.

Method of Measurement – Granite masonry will be measured for payment by the number of square meters of exposed granite masonry, including joints, in the completed work.

Basis of Payment – Granite masonry will be paid for at the contract unit price per square meter complete in place and accepted. This price shall include all materials, labor and incidentals necessary to complete the work. The cost of the dowels, completed and in place shall be in the contract unit price of this item.



Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
525.32 Granite Masonry Wall – Remove and Reset	Square Meter

December 1, 2003

**SPECIAL PROVISION  
SECTION 525.34  
GRANITE WALL FACING**

The work to be done under this item shall conform to the provisions of Section 525 of the Special Provisions and/or amended as follows:

Description. This work shall consist of shaping and cutting granite stones and setting them on the exposed faces of the abutments with mortar and Galvanized wall ties.

**MATERIALS**

Materials. Wall ties shall be ASTM A36/A36M steel, galvanized in accordance with AASHTO M111 (ASTM A123).

**CONSTRUCTION REQUIREMENTS**

The Granite, roughly shaped to provide suitable exposed faces, shall be laid to the thickness indicated on the plans, but not less than 100 millimeters. The faces shall be flat but not necessarily rectangular in shape. All shaping of stone shall be done before the stone is laid in the wall.

Individual stones shall have, when set in the wall, no face dimension less than 200 millimeters. The stones shall decrease in size from bottom to top of the wall.

Each stone shall be set in mortar and mortar joints shall be full and stone settled in place before the mortar has set.

Galvanized wall ties shall be installed through the granite (every other course) as shown on the plans.

Basis of Payment – Granite masonry will be paid for at the contract unit price per square meter complete in place and accepted. This price shall include all materials, labor and incidentals necessary to complete the work. The cost of the Galvanized wall ties, completed and in place shall be in the contract unit price of this item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
525.34 Granite Wall Facing	Square Meter

**SPECIAL PROVISION  
SECTION 604  
MANHOLES**

**GENERAL**

Description

- A. Work Included: Construct sanitary manholes, covers, frames, brick masonry, inverts and apply waterproofing in conformance with the dimensions, elevations, and locations shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere:
  - 1. Final sewer testing is specified in this Division.
  - 2. Pipe, excavation, backfill, paving and dewatering are specified in the appropriate Sections in this Division.
  - 3. Concrete and grout are specified in Division 3.
  - 4. Borrow, Bedding and Backfill.

Quality Assurance

- A. Precast Manhole Base, Barrel and Tops Sections:
  - 1. Conform to ASTM C478-72 (AASHTO M199-79I) except as modified herein, on the Drawings or as directed by the Architect/Engineer.
  - 2. Average strength of 4,000 psi at 28 days.
  - 3. Testing:
    - a. Determine concrete strength by tests on 6" by 12" vibrated test cylinders cured in the same manner as the bases, barrels, and tops.
    - b. Have tests conducted at the manufacturer's plant or at a testing laboratory approved by the Architect/Engineer.
    - c. Have not less than 2 tests made for each 100 vertical feet of precast manhole sections.
- B. Manhole Steps:
  - 1. Acceptable Manufacturers:
    - a. MA Industries (#PS2-PF-SL)
    - b. H. Bowen Company, Inc.
    - c. or equivalent.
- C. Frames and Covers (Provided by Town of Norway):

1. Acceptable Manufacturers:
  - a. Etheridge Foundry Co., E265S
  - b. or equivalent.
- D. Masonry:
  1. Brick: Shall comply with the ASTM Standard Specifications for Sewer Brick (made from clay or shale), Designation C32, for Grade SS, hard brick. (AASHTO M91-78)
  2. Cement: ASTM C-150 (AASHTO M85-79I)
  3. Hydrated Lime: ASTM C-207
  4. Sand: ASTM C33 (AASHTO M6-65 (1974))
- E. Waterproofing:
  1. Acceptable Manufacturers:
    - a. Koppers - Bitumastic No. 300
    - b. Minwax Fabrous Brush Coat, Mineax Company, N.Y., N.Y.
    - c. Tremco 121 Foundation Coating, Tremco Mfg. Co., Newark, N.J.
    - d. or equivalent.

#### Submittals to the Architect/Engineer

- A. Submit shop drawings and manufacturer's literature in conformance with the Standard General Conditions of the Construction Contract.
- B. Precast Manhole Sections: Submit test results and receive approval from the Architect/Engineer prior to delivery to the site.

### **PRODUCTS**

#### Precast Manhole Sections

- A. Dimensions, unless otherwise shown on the Drawings, or as directed by the Architect/Engineer.
- B. Joints: Bell-and-spigot or tongue-and-groove formed on machine rings to insure accurate joint surfaces.
- C. Constructed to support an HS-20 wheel loading.
- D. Openings:
  1. Provide openings in the risers to receive pipes entering the manhole.
  2. Make openings at the manufacturing plant.
  3. Size: To provide a uniform annular space between the outside wall of pipe and the riser.
  4. Location: To permit setting of the entering pipes at the correct elevations.

5. Openings shall have a flexible watertight union between pipe and the manhole base.
  - a. Cast into the manhole base and sized to the type of pipe being used.
  - b. Type of flexible joint being used shall be acceptable to the Engineer, & be equipped with double straps & sealed with silicone.
    1. Lock Joint Flexible Manhole Sleeve made by Interpace Corporation.
    2. Kor N Seal made by National Pollution Control Systems, Inc.
    3. Press Wedge II made by Press-Seal Gasket Corporation.
    4. A-Lok Manhole Pipe Seal made by A-Lok Corporation.
    5. or equivalent.

E. Joint Gaskets:

1. Type: O-ring, continuous ring, round and solid conforming to AASHTO M198-75.
2. Material: Elastomeric or special composition with texture to assure watertight and permanent seal.

Frames and Covers

- A. All essential details of design shall conform to the Drawings, Standard castings differing in non-essential details are subject to approval by the Architect/Engineer.
- B. All frames and covers shall be made of cast iron and shall have machined bearing surfaces to prevent rocking under traffic.
- C. Constructed to support an HS-20 wheel loading.

Manhole Steps

- A. Steel core with polypropylene coating, safety type designed with a minimum concentrated live load of 300 pounds.

Masonry

A. Brick:

1. Sound, hard, uniformly burned, regular and uniform in shape and size, compact texture, and satisfactory to the Engineer.
2. Immediately remove rejected brick from the work.

B. Mortar:

1. Composition (by volume):
  - a. 1 part portland cement
  - b. ½ part hydrated lime

- c. 4-1/2 parts sand
2. The proportion of cement to lime may vary from 1:1/4 for hard brick to 1:3/4 for softer brick, but in no case shall the volume of sand exceed 3 times the sum of the volume of cement and lime.
- C. Cement shall be Type II portland cement.
- D. Hydrated lime shall be Type S.
- E. Sand:
  1. Shall consist of inert natural sand.
  2. Grading:

<u>Sieve</u>	<u>Percent Passing</u>
3/8	100
4	95-100
8	80-100
16	50- 85
50	10- 30
100	2- 10
Fineness Modulus	2.3-3.1

## **EXECUTION**

### Performance

- A. Precast Manhole Sections:
  1. Perform jointing in accordance with manufacturer's recommendations and as approved by the Architect/Engineer.
  2. Install barrel sections and tops level and plumb.
  3. Make all joints watertight.
  4. Wrap manhole with 3 layers of 6 mil polyethylene sheeting from the top of the cone to a point at least 6 inches below the first joint in the structure.
  5. Do not permit water to rise over newly made joints until after inspection by the Engineer.
  6. When manhole steps are included in the Work, install barrel sections and tops so that steps are in alignment.
- B. Drop Manholes:
  1. Free drop inside manholes shall not exceed 24", measured from the invert of the inlet pipe to the invert of the outlet pipe.
  2. Where free fall exceeds 24", construct a drop manhole as shown on the Drawings or as directed by the Architect/Engineer.
- C. Adjust to Grade:

1. If necessary, adjust tops of manholes to grade with brick masonry.
  2. Concrete rings are not acceptable for adjusting to grade.
- D. Pipe Connections to Manholes: Connect pipes to manholes through the use of flexible double strapped boots, sealed with silicone.
- E. Invert Channels:
1. Invert channels are not to be built until specified testing has been accepted by the engineer.
  2. Smooth and semicircular in shape conforming to the inside of the adjacent sewer section.
  3. Make changes in direction of flow with smooth curves having a radius as large as permitted by the size of the manhole.
  4. Stop the pipes at the inside face of the manhole where changes of direction occur.
  5. Form invert channels with brick.
  6. Slope the floor of the manhole to the flow channel, as shown on the Drawings.
- F. Masonry:
1. Laying Brick:
    - a. Use only clean bricks in brickwork for manholes.
    - b. Moisten the brick by suitable means until they are neither so dry as to absorb water from the mortar nor so wet as to be slippery when laid.
    - c. Lay each brick in a full bed and joint of mortar without requiring subsequent grouting, flushing, or filling, and thoroughly bond as directed.
    - d. Construct all joints in a neat workmanlike manner. Construct the brick surfaces inside the manholes so they are smooth with no mortar extending beyond the bricks and no voids in the joints. Maximum mortar joints shall be  $\frac{1}{2}$ ".
  2. Curing:
    - a. Protect brick masonry from drying too rapidly by using burlaps which are kept moist, or by other approved means.
    - b. Protect brick masonry from the weather and frost as required.
- G. Frames and Covers:
1. Set all frames in a full bed of mortar, true to grade and concentric with the manhole opening.
  2. Completely fill all voids beneath the bottom flange to make a watertight fit.
  3. Place a ring of mortar at least one inch thick around the outside of the bottom flange, extending to the outer edge of the manhole all around its circumference.
  4. Clean the frame seats before setting the covers in place.
  5. After parging bricks and frame, apply two coats on waterproofing.
- H. Manhole Steps:

1. Thoroughly clean all surfaces to be embedded with a suitable cleaning agent to ensure that the surfaces are free from all foreign matter such as dirt, oil and grease.
2. Those surfaces to be embedded shall be given a protective coating of an approved heavy-bodied bituminous material. The steps shall become thoroughly dry before being placed into the concrete.
3. All steps shall be cast into walls of the precast section so as to form a continuous ladder with a distance of 12" between steps.

I. Waterproofing:

1. Fill all exterior cavities with non-shrink grout as directed by the Engineer before applying waterproofing field coat.
2. Apply waterproofing only after concrete and mortar has set.
3. Apply 2 coats of waterproofing allowing time between coats to permit sufficient drying so the application of the second coat has no effect on the first.
4. Apply waterproofing only after concrete and mortar has set.
5. When precast manholes are delivered with a coating of bitumastic, field apply one additional coat of waterproofing.

J. Installation of Steps:

1. When included in the work, provide manhole steps of the size, shape, material and spacing as shown on the Drawings.
2. Install manhole steps in strict accordance with the manufacturer's instructions and recommendations.

Manhole Testing

A. General:

1. Perform vacuum leakage tests on all manholes before forming inverts.
2. All testing must be performed in the presence of the Architect/Engineer.

B. Manhole Repairs:

1. Correct leakage by reconstruction, replacement of gaskets and/or other methods as approved by the Architects/Engineer.
2. The use of lead-wool or expanding mortar will not be permitted.



**SPECIAL PROVISION**  
**SECTION 604 – MANHOLES AND CATCH BASINS**  
**(BEHIND THE CURB CATCH BASINS)**

Replace Section 604.01-Description with the following Section 604.01:

604.01 Description. This work shall consist of constructing, altering or adjusting-to-grade manholes, catch basins and behind-the-curb catch basins in accordance with these specifications, and in close conformity with the lines and grades shown on the plans and details or as established.

**MATERIALS**

Add the following subsection to Section 604.02-Materials:

604.021 Castings for Behind-the-Curb Catch Basins. All castings shall be gray iron conforming to the requirements of AASHTO M105-82 as furnished by the Neenah Foundry Company (Catalog No. R-3303; Heavy Duty Catch Basin Frame and Lid), or an approved equal. The castings shall be of uniform quality, free from blowholes, shrinkage, distortion, or other defects. They shall be smooth and well cleaned by shot-blasting.

All castings for behind-the-curb catch basins shall be manufactured true to pattern; component parts shall fit together in a satisfactory manner. Frames and lids shall have continuously machined bearing surfaces to prevent rocking and rattling. All cast dimensions may vary one-half the maximum shrinkage possessed by the metal or +/- 2mm (1/16" per foot).

Manufacturer's shop drawings shall be submitted to the Engineer for approval prior to the manufacture or shipping of the castings to the job site. The Engineer shall retain the right to reject castings not conforming to specification and/or approved submittal drawings.

**CONSTRUCTION REQUIREMENTS**

Amend the first sentence of Section 604.03-Construction Requirements to read:

"Concrete catch basins, Behind-the-Curb catch basins, and manholes shall be constructed of pre-cast units, except that concrete blocks may be used around inlet and outlet pipes."

**METHOD OF MEASUREMENT**

Amend the first sentence of Section 604.05-Method of Measurement to read:

"Catch basins, Behind-the-Curb catch basins, manholes and accessories of the respective types will be measured by the number of units, measured as follows, complete and accepted in place."

Amend the first sentence of Section 604.05, Subsection (a) to read:

**Norway**  
**10193.56**  
**March 8, 2004**

“Complete structures. Each catch basin, behind-the-curb catch basin and manhole having a depth up to 2.5 m [8 feet] from the top of the grate or cover to the top of the floor, measured to the nearest 0.5 m [foot], will be one unit.”

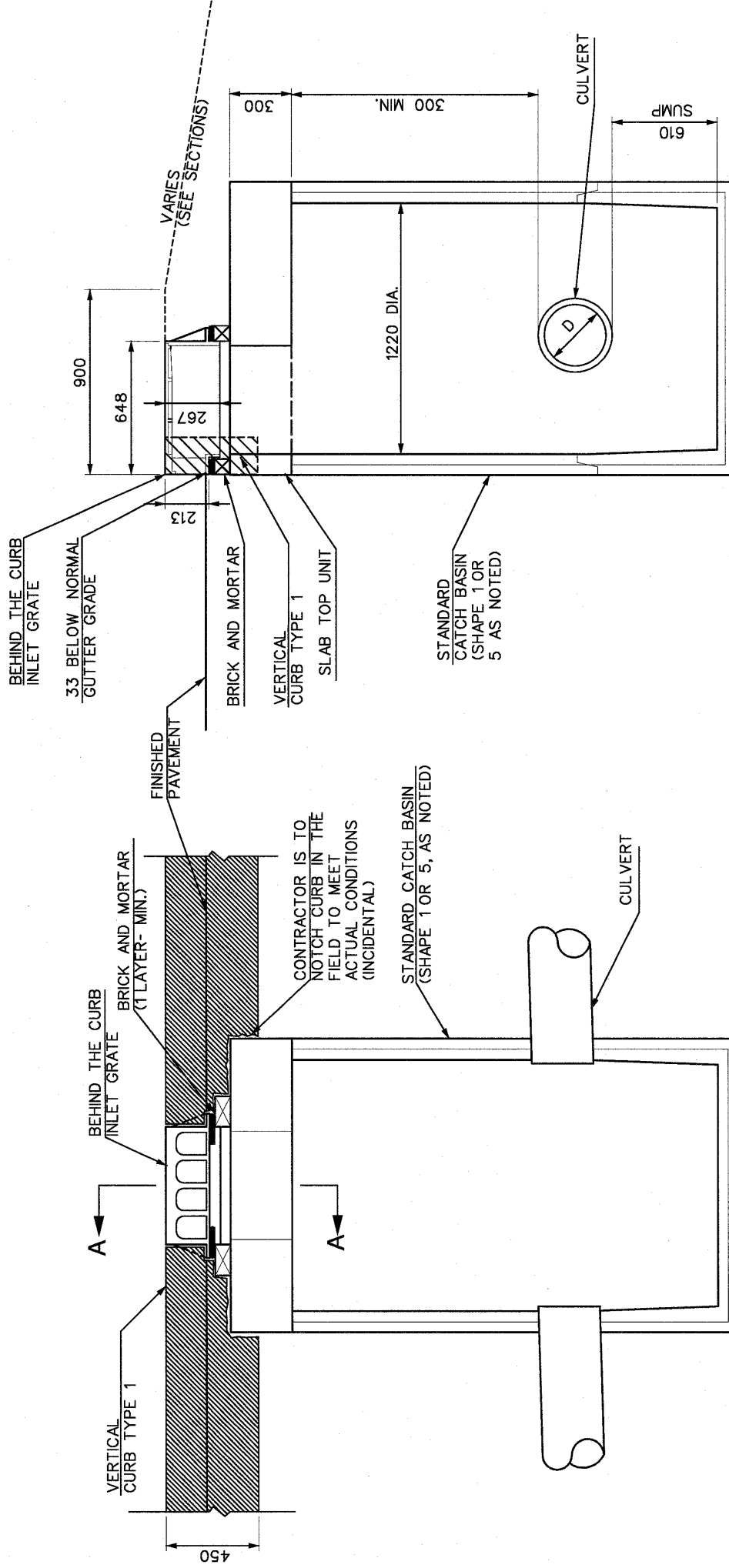
#### **BASIS OF PAYMENT**

Amend the first sentence of Section 604.06-Basis of Payment to read:

“The accepted quantities of catch basins, behind-the-curb catch basins, manholes, traps and steps, will be paid for at the contract unit price each of the respective types complete and in place.”

Add to Pay Items:

<u>Pay Item</u>		<u>Pay Unit</u>
604.2402	Behind-the-Curb Catch Basin	Each



SECTION A-A  
NOT TO SCALE

BEHIND THE CURB INLET  
CATCH BASIN DETAILS

(ITEM NO. 604.2402)

CATCH BASIN PROFILE  
NOT TO SCALE

February 14, 2002

**SPECIAL PROVISION**  
**SECTION 635**  
**PREFABRICATED BIN TYPE RETAINING WALL**  
**(Prefabricated Concrete Modular Gravity Wall)**

The following replaces Section 635 in the Standard Specifications:

Description. This work shall consist of the construction of a prefabricated modular reinforced concrete gravity wall in accordance with these specifications and in reasonably close conformance with the lines and grades shown on the plans, or established by the Engineer.

Included in the scope of the prefabricated modular gravity wall construction are: all grading necessary for wall construction, excavation, compaction of the wall foundation, backfill, construction of leveling pads, and segmental unit erection.

The prefabricated modular wall design shall follow the general dimensions of the wall envelope shown in the contract plans. The top of the leveling pad shall be located at or below the theoretical leveling pad elevation. The minimum wall embedment shall be at or below the elevation shown on the plans. The top of the face panels shall be at or above the top of the panel elevation shown on the plans.

The Contractor shall require the design-supplier to supply an on-site, qualified experienced technical representative to advise the Contractor concerning proper installation procedures. The technical representative shall be on-site during initial stages of installation and thereafter shall remain available for consultation as necessary for the Contractor or as required by the Engineer. The work done by this representative is incidental.

**MATERIALS**

Materials. Materials shall meet the requirements of the following subsections of Division 700 - Materials:

Gravel Borrow	703.20
Preformed Expansion Joint Material	705.01
Reinforcing Steel	709.01
Structural Precast Concrete Units	712.061
Drainage Geotextile	722.02

The Contractor is cautioned that all of the materials listed are not required for every prefabricated modular gravity wall. The Contractor shall furnish the Engineer a Certificate of Compliance certifying that the applicable materials comply with this section of the specifications. Materials shall meet the following additional requirements:

Concrete Units.

Tolerances. In addition to meeting the requirements of 712.061, all prefabricated units shall be manufactured with the following tolerances. All units not meeting the listed tolerances will be rejected.

1. All dimensions shall be within (edge to edge of concrete) 5 mm [ $\pm 3/16$  inch].
2. Squareness. The length differences between the two diagonals shall not exceed 8 mm [ $5/16$  inch].
3. Surface Tolerances. For steel formed surfaces, and other formed surface, any surface defects in excess of 2 mm [ $.08$  inch] in 1.2 m [4 feet] will be rejected. For textured surfaces, any surface defects in excess of 8 mm [ $5/16$  inch] in 1.5 m [5 feet] shall be rejected.

Joint Filler (where applicable). Joints shall be filled with material approved by the Engineer and supplied by the approved prefabricated modular wall supplier. A 100 mm [4 inch] wide, by 13 mm [ $0.5$  inch] preformed expansion joint filler shall be placed in all horizontal joints between facing units. In all vertical joints, a space of 6 mm [ $0.25$  inch] shall be provided. All Preformed Expansion Joint Material shall meet the requirements of subsection 502.03.

Woven Drainage Geotextile. Woven drainage geotextile 300 mm [12 inch] wide shall be bonded with an approved adhesive compound to the back face, covering all joints between units, including joints abutting concrete structures. Geotextile seam laps shall be 150 mm [6 inch] minimum. The fabric shall be secured to the concrete with an adhesive satisfactory to the Engineer. Dimensions may be modified per the wall supplier's recommendations, with written approval of the Engineer.

Concrete Shear Keys (where applicable). Shear keys shall have a thickness at least equal to the precast concrete stem.

Concrete Leveling Pad. Cast-in-place concrete shall be Class A concrete conforming to the requirements of Section 502 Structural Concrete. The horizontal tolerance on the surface of the pad shall be 6 mm [ $0.25$  inch] in 3 m [10 feet]. Dimensions may be modified per the wall supplier's recommendations, with written approval of the Engineer.

Backfill and Bedding Material. Bedding and backfill material placed behind and within the reinforced concrete modules shall be gravel borrow conforming to the requirements of Subsection 703.20. The backfill materials shall conform to the following additional requirements: the plasticity index (P.I.) as determined by AASHTO T90 shall not exceed 6. Compliance with the gradation and plasticity requirements shall be the responsibility of the Contractor, who shall furnish a copy of the backfill test results prior to construction.

The backfilling of the interior of the wall units and behind the wall shall progress simultaneously. The material shall be placed in layers not over 200 mm [8 inches] in depth,

loose measure, and thoroughly compacted by mechanical or vibratory compactors. Puddling for compaction will not be allowed.

Materials Certificate Letter. The Contractor, or the supplier as his agent, shall furnish the Engineer a Materials Certificate Letter for the above materials, including the backfill material, in accordance with Section 700 of the Standard Specifications. A copy of all test results performed by the Contractor or his supplier necessary to assure contract compliance shall also be furnished to the Engineer. The Engineer will base acceptance upon the materials Certificate Letter, accompanying test reports, and visual inspection.

## **DESIGN REQUIREMENTS**

Design Requirements. A Professional Engineer shall design the Prefabricated Modular Gravity Wall. The design to be performed by the wall system supplier shall be in accordance with AASHTO Standard Specifications for Highway Bridges, current edition, except as required herein. Thirty days prior to beginning construction of the wall, the Contractor shall submit the design computations to the Department Engineer for review. The design by the wall system supplier shall consider the stability of the wall as outlined below:

(a) Safety Factors. The minimum factors of safety shall be as follows:

- |   |     |
|---|-----|
| 1. Overturning:                               | 2.0 |
| 2. Sliding:                                   | 1.5 |
| 3. Stability of temporary construction slope: | 1.2 |
| 4. Ultimate bearing capacity:                 | 2.0 |
| 5. Pullout Resistance                         | 1.5 |

(b) Backfill and Wall Unit Soil Parameters. For overturning and sliding stability calculations, earth pressure shall be assumed acting on a vertical plane rising from the back of the lowest wall stem. For overturning, the unit weight of the backfill within the wall units shall be limited to 1602 kg/m<sup>3</sup> [100 pcf]. For sliding analyses, the unit weight of the backfill within the wall units can be assumed to be 1922 kg/m<sup>3</sup> [120 pcf]. Both analyses may assume a friction angle of 34 degrees for backfill within the wall units.

These unit weights and friction angles are based on a wall unit backfill meeting the requirements for select backfill in this specification. Backfill behind the wall units shall be assumed to have a unit weight of 1922 kg/m<sup>3</sup> [120 pcf] and a friction angle of 30 degrees. The friction angle of the foundation soils shall be assumed to be 30 degrees unless otherwise noted on the plans.

(c) Internal Stability. Internal stability of the wall shall be demonstrated using accepted methods, such as Elias' Method, 1991. Shear keys shall not contribute to pullout resistance. Soil-to-soil frictional component along stem

- shall not contribute to pullout resistance. The failure plane used to determine pullout resistance shall be found by the Rankine theory only for vertical walls with level backfills. When walls are battered or with backslopes  $> 0$  degrees are considered, the angle of the failure plane shall be per Jumikis Method. For computation of pullout force, the width of the backface of each unit shall be no greater than 1.37 m [4.5 feet]. A unit weight of the soil inside the units shall be assumed no greater than  $1922 \text{ kg/m}^3$  120 pcf when computing pullout. Coulomb may be used.
- (d) External loads, which affect the internal stability such as those applied through piling, bridge footings, traffic, slope surcharge, hydrostatic and seismic loads shall be accounted for in the design.
  - (e) The actual applied bearing pressures under the prefabricated concrete modular block wall shall be clearly indicated on the design drawings.
  - (f) Stability during Construction. The factors of safety to be used for stability during construction stages shall be the same factors used for the design of the wall.
  - (g) Hydrostatic forces. Unless specified otherwise, when a design high water surface is shown on the plans at the face of the wall, the design stresses calculated from that elevation to the bottom of wall must include a 0.9-meter [3 foot] minimum differential head of saturated backfill. In addition, the buoyant weight of saturated soil shall be used in the calculation of pullout resistance.
  - (h) Design Life. Design life shall be in accordance with AASHTO requirements.
  - (i) Not more than two vertically consecutive units shall have the same stem length, or the same unit depth. Walls with units with extended height curbs shall be designed for the added earth pressure. A separate computation for pullout of each unit with extended height curbs, or extended height coping, shall be prepared and submitted in the design package described above.

Submittals. The Contractor shall supply wall design computations, wall details, dimensions, quantities, and cross sections necessary to construct the wall. Thirty days prior to beginning construction of the wall, the design computations and wall details shall be submitted to the Engineer for review. The fully detailed plans shall be prepared in conformance with Subsection 105.02 of the Standard Specifications and shall include, but not be limited to the following items:

- I. A plan and elevation sheet or sheets for each wall, containing the following: elevations at the top of leveling pads, the distance along the face of the wall to all steps in the leveling pads, the designation as to the type of prefabricated module, the distance along the face of the wall to where changes in length of the units occur, the location of the original and final ground line.

- II. All details, including reinforcing bar bending details, shall be provided. Bar bending details shall be in accordance with Department standards.
- III. All details for foundations and leveling pads, including details for steps in the leveling pads, as well as allowable and actual maximum bearing pressures shall be provided.
- IV. All prefabricated modules shall be detailed. The details shall show all dimensions necessary to construct the element, and all reinforcing steel in the element.
- V. The wall plans shall be prepared and stamped by a Professional Engineer. Four sets of design drawings and detail design computations shall be submitted to the Engineer.
- VI. Four weeks prior to the beginning of construction, the contractor shall supply the Engineer with two copies of the design-supplier's Installation Manual. In addition, the Contractor shall have two copies of the Installation Manual on the project site.

## **CONSTRUCTION REQUIREMENTS**

Excavation. The excavation and use as fill disposal of all excavated material shall meet the requirements of Section 203 -- Excavation and Embankment, except as modified herein.

Foundation. The area upon which the modular gravity wall structure is to rest, and within the limits shown on the submitted plans, shall be graded for a width equal to, or exceeding, the length of the module. Prior to wall and leveling pad construction, this foundation material shall be compacted to at least 95 percent of maximum laboratory dry density. Frozen soils and soils unsuitable or incapable of sustaining the required compaction, shall be removed and replaced.

A concrete leveling pad shall be constructed as indicated on the plans. The leveling pad shall be cast to the design elevations as shown on the plans, or as required by the wall supplier upon written approval of the Engineer. Allowable elevation tolerances are +3 mm [+0.01 foot] and -6 mm [-0.02 foot] from the design elevations. Leveling pads which do not meet this requirement shall be repaired or replaced as directed by the Engineer at no additional cost to the Department. Placement of wall units may begin after 24 hours curing time of the concrete leveling pad.

Method and Equipment. Prior to erection of the prefabricated modular wall, the Contractor shall furnish the Engineer with detailed information concerning the proposed construction method and equipment to be used. The erection procedure shall be in accordance with the manufacturer's instructions. Any precast units that are damaged due to handling will be replaced at the Contractor's expense.

Installation of Wall Units. A field representative from the wall system being used shall be available, as needed, during the erection of the wall. The services of the representative shall be at no additional cost to the project. Vertical and horizontal joint fillers shall be installed as shown on the plans.



The maximum offset in any unit joint shall be 20 mm [3/4 inch]. The overall vertical tolerance of the wall, plumb from top to bottom, shall not exceed 12 mm per 3 m [1/2 inch per 10 feet] of wall height. The prefabricated wall units shall be installed to a tolerance of plus or minus 20 mm in 3 m [3/4 inch in 10 feet] in vertical alignment and horizontal alignment.

Select Backfill Placement. Backfill placement shall closely follow the erection of each row of prefabricated wall units. The Contractor shall decrease the lift thickness if necessary to obtain the specified density. The maximum lift thickness shall be 200 mm [8 inches] (loose). Gravel borrow backfill shall be compacted in accordance with Subsection 203.12 except that the minimum required compaction shall be 95 percent of maximum density as determined by AASHTO T99 Method C or D. Backfill compaction shall be accomplished without disturbance or displacement of the wall units. Sheepsfoot rollers will not be allowed. Whenever a compaction test fails, no additional backfill shall be placed over the area until the lift is recompacted and a passing test achieved.

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T99, Method C or D. At the end of the day's operations, the Contractor shall shape the last level of backfill so as to direct runoff of rain water away from the wall face.

Method of Measurement. Prefabricated Modular Gravity Wall will be measured by the square meter of front surface not to exceed the dimensions shown on the contract plans or as authorized by the Engineer. Vertical and horizontal dimensions will be from the all edges of the facing units. No field measurements for computations will be made unless the Engineer specifies, in writing, a change in the limits indicated on the plans.

Basis of Payment. The accepted quantity of Prefabricated Modular Gravity Retaining Wall will be paid for at the contract unit price per square meter complete in place. Payment shall be full compensation for furnishing all labor, equipment and materials including precast concrete units hardware, joint fillers, woven drainage geotextile, cast-in-place coping or traffic barrier and technical field representative. Cost of cast-in-place concrete for leveling pad will not be paid for separately, but will be considered incidental to the Prefabricated Modular Gravity Wall.

Excavation, foundation material and backfill material will all be incidental to the Prefabricated Modular Gravity Wall.

There will be no allowance for excavating and backfilling for the Prefabricated Modular Gravity Wall beyond the limits shown on the approved submitted plans, except for excavation required to remove unsuitable subsoil in preparation for the foundation, as approved by the Engineer. Payment for excavating unsuitable subsoil shall be full compensation for all costs of pumping, drainage, sheeting, bracing and incidentals for proper execution of the work.

Payment will be made under:

Pay Item

Pay Unit

635.14 Prefabricated Concrete Modular Gravity Wall

Square Meter

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following signs shown on the Standard Maintenance of Traffic in Construction Zones sheet for "Project Approach Signing - Two Way Traffic".

- Road Work Ahead
- Road Work 500 Feet with 25 MPH Advisory Speed Plate
- Road Work 1000 Feet
- End Road Work

Work Area. At each work site, signs and channelizing devices as shown on the Standard Maintenance of Traffic in Construction Zones sheets of the plans shall be used as directed by the Resident.

Signs include:

- Work Area Ahead
- Work Area with 25 MPH Speed Plate
- One Lane Road
- Flagger Sign
- Bridge Closed to Thru Traffic (R11-4)
- Bridge Closed (R11-2)
- Detour 1000 Feet (W20-2)
- Detour Arrow (M4-10) Left & Right
- End Detour

Other typical signs include:

- Trucks Entering
- Pavement Ends
- Directional Arrows
- Bump

The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

During construction of the bridge, the Contractor shall maintain two way traffic using state roads.

When traffic is routed over the detour, the existing bridge shall be closed to traffic by means of temporary concrete barriers, beam type guardrail, or other approved barriers.

Detour signing shall be installed prior to bridge closure and maintained through the closure by the Contractor. When the Bridge is open to traffic, the Contractor shall immediately remove all detour signing.

Residential Access. Access to adjacent residential entrances shall be maintained during construction. Any temporary entrance closures shall be coordinated with property owners and approved by the Resident.

Channelization. Channelization devices shall include the following:

- Type I Barricades
- Type II Barricades
- Type III Barricades
- Drums
- Cones
- Vertical Panel Markers

Channelization devices shall be installed and maintained at all times at the spacing determined by the MUTCD through the work area.

Channelization devices consisting of barricades or drums, at a maximum spacing of 15 m [50 feet] shall be used in guardrail areas when neither the existing guardrail nor the new guardrail is in place.

Roadside Recovery Area. The Contractor shall not store material nor park equipment within 1.25 m [4 feet] of the edge of the travel lanes and equipment parked overnight within 2.75 m [9 feet] of the edge of the travel lane shall be clearly marked by channelizing devices or other reflective devices.

Temporary Centerline. A temporary centerline of reflectorized traffic paint shall be marked each day as new pavement to be used by traffic. The temporary centerline shall conform to the standard marking patterns used for permanent markings and will be paid for under Pay Item 627.78.

Failure to apply a temporary centerline daily will result in suspension of paving until temporary markings are applied to all previously placed pavement.

Speed Limit in Work Zones. The Contractor shall sign all approved reduced speed limits on construction projects according to APM #431-A Policy on the Establishment of Speed Limits in Work Zones.

**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

**Procedures specified shall be according to the BMP Manual unless stated otherwise.**

**Project Specific Information and Requirements**

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

- Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
- Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
- Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03, Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.
- Stream flow shall be maintained at all times.
- Cofferdams are required for any in-stream work. If cofferdams are necessary, provide a description of the location and type of cofferdams to be used.
- A cofferdam sedimentation basin is required if cofferdams are used. The basin shall be located in an upland area where the water can settle and seep into the ground or be released slowly to the resource in a manner that will not cause erosion. The location of such a cofferdam sedimentation basin shall be addressed in the SEWPCP.

**NOTES:**

Delete the last sentence of Section 656.4.4, which reads, "After Final Acceptance of the project, the Contractor must submit the log to the Department which will become the property of the Department."

Any and all references to "bark mulch" or "composted bark mix" shall be a reference to "Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch*.

**SPECIAL PROVISION**  
**SECTION 712**  
**MISCELLANEOUS HIGHWAY MATERIALS**  
(Structural Precast Concrete Units)

The following subsection is added to Section 700 - Materials.

712.061 Structural Precast Concrete Units. Structural precast concrete units shall conform to the dimensions shown on the plans, with requirements of this specification and with the approved shop drawings.

Materials. Materials for concrete shall conform to the requirements of Supplemental Specification Subsection 502.03. Concrete shall be Class P as shown in Table 1. The maximum water cement ratio shall be 0.40. The minimum 28 day compressive strength shall be 35 MPa [5075 psi] unless otherwise stated on the plans. Concrete shall be controlled, mixed, and handled as specified in Supplemental Specification Section 502 - Structural Concrete. Material for reinforcing shall meet the requirements of Section 709 - Reinforcing Steel and Welded Steel Wire Fabric.

Facilities for Inspection. The Contractor shall provide a private office at the casting plant for inspection personnel authorized by the Department.

The office shall have an area not less than 9.3 m<sup>2</sup> [100 square feet] and shall be conveniently located to the work. The office shall be climate controlled to maintain the temperature between 18°C [32°F] and 30°C [54°F], lighted and have the exit(s) closed by a door(s) equipped with a lock and two keys which shall be furnished to the Inspector(s). The office shall be equipped with a desk or table having a minimum size of 1200 mm [48 inches] by 760 mm [30 inches], two chairs, a telephone, a plan rack and a 2-drawer letter size file cabinet with a lock and two keys which shall be furnished to the Resident(s).

The facilities and all furnishings shall remain the property of the Contractor upon completion of the work. Payment for the facilities, its heating and lighting, telephone installation, basic monthly telephone charges and all furnishings shall be incidental to the contract.

Construction. The Contractor shall notify the Resident at least five working days prior to production of the precast members. The precast units shall be manufactured at a facility that has had a minimum of five years experienced in producing similar type precast products.

All concrete shall be cast and consolidated in forms that will produce dense concrete with surfaces, which are free of voids, stone pockets, or other irregularities. Forms shall be sufficiently rigid and accurate to maintain the member's dimensions. Exposed surfaces shall be of uniform appearance; only minor repairs to remove and blend fins, patch minor spalls, and to repair small, entrapped air pockets shall be permitted. Units that are

cracked or require surface repairs larger than 1250 mm<sup>2</sup> [2 inch<sup>2</sup>] or an accumulated repair area greater than 10 percent of the surface being repaired may be rejected. Manufacture of the units will include all testing described here and in referenced subsections.

Reinforcing shall be as shown on the approved shop drawings. Each side, face, or stem of the precast units shall have reinforcing steel. Clearance shall be 50 mm ±15 mm [2 inch ± 1/2 inch]. If reinforcing steel is not noted on the plans or drawings, the minimum amount of steel required shall be the area of steel equal to a grid of #13 bars spaced at 450 mm [#4 bars spaced at 18 inches] in both directions. Only one mat of steel is required for thickness of 175 mm [7 inches] or less; two mats, one each face is required for thickness greater than 175 mm [7 inches].

The units shall be cured until design (28 day) strength is attained by one of the following methods:

a. Accelerated Curing: Accelerated cure requires that concrete cure temperature attain a minimum of 50°C (120°F) and kept at this temperature for at least 8 hours. This may be accomplished with radiant heat or steam. The maximum heat rate gain during curing or the heat rate loss after accelerated curing is discontinued shall be 20°C/hour [40°F/hour]. Accelerated cure shall begin two to four hours after the concrete has been placed and has attained its initial set. The minimum concrete temperature prior to application of heat is 10°C (50°F). Temperatures shall be monitored during cure with recording thermometers.

Steam curing shall be under an enclosure to retain the live steam to minimize moisture and heat loss. Provisions shall be made to prevent surface drying until steam application begins. Steam shall saturate the enclosure to provide moisture for proper hydration of cement. The steam shall not be applied directly onto the concrete.

Curing shall continue, after the application of the heat ceases, until design strength is attained; preference shall be given to moist curing. Further curing to attain design strength will not be required if a minimum of 80 percent of the design strength has been attained with accelerated cure.

b. Water Curing: The units may be cured by covering with a water saturated material or other acceptable method(s) that will keep the units moist for a period of five days.

c. Other methods of curing, such as “membrane curing compound” or “moisture retention without heat”, may be used if approved by the Resident and performed in accordance with Manufacturer’s recommendations or agreed upon procedures.

The forms shall remain in place until the concrete attains a minimum compressive strength of 17 MPa [2500 psi] and until they can be removed without damaging the member. The concrete shall not be exposed to below freezing temperatures for a minimum of six days after casting.

Acceptance of structural precast units, for each day's production, will be determined, based on compliance with this specification and satisfactory results of concrete testing and process control test cylinders made and tested in accordance with Subsection 535.16 - Process Control Test Cylinders. Rejection of units may be based upon test results, performed on finished units that do not comply with the requirements of this specification. All persons performing sampling and/or testing shall be certified by ACI for the type of testing being performed or hold a current certification issued by Maine Concrete Technician Certification Board.

Tolerances. Dimensional tolerances shall be in conformance with the applicable reference specification or the established industry standards for the product being produced.

Documentation. The producer of the structural precast units shall keep accurate records of concrete batching, testing, curing, and inspection activities to verify that forms, reinforcing, and unit dimensions conform to these requirements. Copies of reports shall be furnished to the Resident when requested.

Marking. The date of manufacture, the production lot number, and the type of unit shall be clearly and indelibly scribed on a rear, unexposed portion of each unit.

Handling, Storage, and Shipping. All units shall be handled, stored, and shipped in such a manner as to eliminate the danger of chipping, cracks, fracture, and excessive bending stresses. Any units found damaged upon delivery, or damaged after delivery, shall be subject to rejection.



December 1, 2003

**SPECIAL PROVISION  
SECTION 801  
200 MM PVC SANITARY SEWER (SDR-35)**

**GENERAL**

Description

- A. Work Included: Furnish and install PVC pipe and fittings of the type(s) and size(s) and in the location(s) shown on the Drawings as specified herein.

Quality Assurance

- A. Pipe ASTM, D3034, SDR-35.
- B. Joint ASTM, D3212, D1869.
- C. Fittings ASTM, D3034.
- D. Installation ASTM, D2321.

**PRODUCTS**

Materials

- A. Pipe and Fittings:
  - 1. Type - Polyvinyl Chloride (PVC) plastic gravity sewer pipe with integral bell and spigot joints. Extra strength minimum of SDR-35 of ASTM D3034.
  - 2. Furnish straight pipe in lengths of 20 feet and 12.5 feet.
  - 3. Furnish fittings of approved equal to the pipe and have bell and spigot configuration identical to that of the pipe.
- B. Joints:
  - 1. Type - Flexible Elastomeric Seal.

**EXECUTION**

Installation

- A. Storage and Handling:
  - 1. Unload according to manufacturer's instructions. Do not handle with chains or single cables.
  - 2. Store according to manufacturer's recommendations. Avoid compression, damage or deformation to bell ends of pipe. Protect

gaskets form excessive exposure to heat, direct sunlight, ozone, oil and grease.

3. In handling, lower, not drop from trucks and into trenches. Avoid severe impact blows, abrasive damage, gouging, or cutting.

B. Joint Assembly:

1. Assemble as recommended by the pipe manufacturer.
2. Do not apply under force to accomplish full seating. Pipe will be rejected if jointing does not remain seated.
3. Immediately after making the joint, fill the bell hole with bedding material and compact.

C. Branches, Fittings and Stoppers:

1. Install where shown on the Drawings and/or where directed by the Engineer.
2. Close all open ends of pipes and branches with PVC stoppers secured in place.

D. Flushings:

1. When pipe installation work is not in progress, install a suitable stopper in the end of the pipe and at openings for manholes.
2. As soon as possible after the pipes and manholes are completed in any area, flush out the new pipeline using a rubber ball ahead of the water.

3. Do not allow any of the flushing water or debris

## **METHOD OF MEASUREMENT**

Sewer pipe will be measured by the meter along the invert.

## **BASIS OF MEASUREMENT**

The accepted quantities of guardrail will be paid for at the contract unit price per meter for the type specified, complete in place.

Pay Item

801.17

200 mm PVC Sanitary Sewer (SDR-35)

Pay Unit

Meter

December 1, 2003

**SPECIAL PROVISION  
SECTION 802  
300 mm DIAMETER SLEEVE**

**GENERAL**Description

- A. Work Included: Furnish and install steel casing pipe and of the type(s) and size(s) and in the location(s) shown on the Drawings as specified herein. Installation of spacers shall be included in this item.

Quality Assurance

- A. ASTM A 501 Hot Formed Welded and Seamless Carbon Steel Structural Tubing,  
or
- B. ASTM A 53 Pipe, Steel, Black, Welded and Seamless Steel Pipe, Type E or S.

**PRODUCTS**Casing Materials

- A. Pipe:
1. Type - Steel casing pipe to be Schedule 40.
  2. Furnish straight pipe in lengths of 40 feet.

Spacer Materials

- A. Shell:
1. Casing spacers shall be bolt on style with a two piece shell made from T-304 stainless steel of a minimum 14 gauge thickness.
- B. Bolts:
1. 5/16" T-304 bolts.
- C. Runners:
2. Ultra high molecular weight polymer with high resistance to abrasion and sliding wear. Runners shall be sized to center the carrier pipe within the casing.
- D. Shell:
3. 1. The shell shall be lined with ribbed PVC extrusion with a retaining section that overlaps the edge of the shell and prevents slippage.

- E. Acceptable Manufacturers:
  - 1. Cascade Waterworks Mfg. Co.
  - 2. Or approved equal.

## **EXECUTION**

### Casing Installation

- A. Storage and Handling:
  - 1. Unload according to manufacturer's instructions. Do not handle with chains or single cables.
  - 2. Store according to manufacturer's recommendations. Avoid compression, damage or deformation to ends of pipe.
  - 3. In handling, lower, not drop from trucks and into trenches. Avoid severe impact blows, abrasive damage, gouging, or cutting.

### Spacer Installation

- A. Install at locations shown on the Drawings and as specified in accordance with manufacturer's instructions.
- B. Check and adjust all casing spacers for tight fit.

## **METHOD OF MEASUREMENT**

Sewer pipe will be measured by the meter along the invert.

## **BASIS OF MEASUREMENT**

The accepted quantities of guardrail will be paid for at the contract unit price per meter for the type specified, complete in place.

### Pay Item

802.174      300 mm Diameter Sleeve

### Pay Unit

Meter

# Permits & Cultural Resources Unit

PIN #: 10193.00

Location: Norway

Permit Member: Ben Condon Photographs ☐

Database/Projex ☒

Package to ENV Coordinator: 7/8/02

## ☒ HISTORIC AND CULTURAL RESOURCES

MHPC Historic Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
MHPC Archeological Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Advisory Council on Hist Preservation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
NPS Recordation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
State Recordation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

## ☒ 4(f) and 6(f)

Section 4(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
LAWCON 6(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

## ☒ Maine Department of Environmental Protection (MDEP) Site Location of Development

N/A ☒ Applicable ☐ Approved ☐

## ☒ Local Zoning, Title 30-A, Section 4325-6.

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility?  
Yes ☐ No ☒ If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐ If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed. Approved ☐

## ☒ Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat

Eagle Nest	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Piping Plover	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Roseate Tern	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

## ☒ United States Fish and Wildlife Service (USFWS), Migratory Bird Act

N/A ☒ Applicable ☐

## ☒ Maine Department of Conservation/ Public Lands, Submerged Land Lease

N/A ☒ Applicable ☐

## ☒ Environmental Protection Agency (EPA), National Pollutant Discharge Elimination System (NPDES)

N/A ☒ Applicable ☐ NOI Submitted ☐

## ☒ Land Use Regulation Commission (LURC) ☒ Not Applicable

No permit	<input type="checkbox"/>	
Notice	<input type="checkbox"/>	Approved <input type="checkbox"/>
Permit	<input type="checkbox"/>	Approved <input type="checkbox"/>

## ☒ Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act

No permit required	<input type="checkbox"/>	
Exempt	<input type="checkbox"/>	(Must use erosion and sediment control and not block fish passage.)
PBR	<input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Tier 1	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 2	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 3	<input type="checkbox"/>	Approved <input type="checkbox"/>

## ☒ Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

No permit required	<input type="checkbox"/>	
Category 1-NR	<input type="checkbox"/>	Approved <input type="checkbox"/>
Category 2	<input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Category 3	<input type="checkbox"/>	Approved <input type="checkbox"/>

## ☒ IN-WATER TIMING RESTRICTIONS: 105 Special Provision ☒ n/a ☐

Dates instream work is allowed: 7/1 through 9/30

## ☒ Special Provision 656, Erosion Control Plan

\* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)  
**PERMIT BY RULE NOTIFICATION FORM**  
(For use with DEP Regulation, Chapter 305)

■ MDOT PIN: 10193.00

Name of Applicant: State of Maine Department of Transportation      Name of Contact: David Gardner  
Mailing Address: 16 Station State House      Town/City: Augusta      State: Me.      Zip Code: 04330-0016  
Daytime Telephone #: (207)-287-5735      Name of Wetland, Water Body or Stream: Pennesseewassee Stream

Detailed Directions to Site: Project is located on Bridge Street over the Pennesseewassee Stream.

Town/City: Norway      Map #: N/A      Lot #: N/A      County: Oxford

Description of Project: The project consists of Bridge Replacement. The project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control*.

Part of a larger project?      ☐ Yes      ☒ No

(CHECK ONE) This project... ☒ does      ☐ does not ...involve work below mean low water.

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Sec. (2) Soil Disturbance                | <input type="checkbox"/> Sec. (8) Shoreline stabilization                         | <input type="checkbox"/> Sec. (14) Piers, Wharves & Pilings   |
| <input type="checkbox"/> Sec. (3) Intake Pipes                    | <input type="checkbox"/> Sec. (9) Utility Crossing                                | <input type="checkbox"/> Sec. (15) Public Boat Ramps          |
| <input type="checkbox"/> Sec. (4) Replacement of Structures       | <input type="checkbox"/> Sec. (10) Stream Crossing                                | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects |
| <input type="checkbox"/> Sec. (5) REPEALED                        | <input checked="" type="checkbox"/> Sec. (11) State Transport. Facilities         | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas                   | <input type="checkbox"/> Sec. (18) Maintenance Dredging       |
| <input type="checkbox"/> Sec. (7) Outfall Pipes                   | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement |   |

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that ***this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.***

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- A \$50 (non-refundable) payment shall be done by internal billing.
- **Attach** a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☐ **Attach** photographs showing existing site conditions (unless not required under standards).

Signature of Applicant: \_\_\_\_\_

John E. Dority, Chief Engineer

Date: \_\_\_\_\_

04/12/02

**Keep the bottom copy as a record of permit.** Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below.** The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111      PORTLAND DEP  
312 CANCO ROAD PORTLAND, ME 04103 (207)822-6300      BANGOR DEP 106 HOGAN ROAD BANGOR, ME  
04401 (207)941-4570      PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY  
PBR #      FP

Ck.#

Date

Staff

Acc. Date

Staff  
Def. Date

After Photos

Permit No: GP-39

Effective Date: Sept. 29, 2000

Expiration Date: Sept. 29, 2005

Applicant: General Public, State of Maine

**DEPARTMENT OF THE ARMY  
PROGRAMMATIC GENERAL PERMIT  
STATE OF MAINE**

The New England District of the U.S. Army Corps of Engineers hereby issues a programmatic general permit (PGP) that expedites review of minimal impact work in coastal and inland waters and wetlands within the State of Maine. Activities with minimal impacts, as specified by the terms and conditions of this general permit and on the attached DEFINITION OF CATEGORIES sheets, are either non-reporting (provided required local and state permits are received), or are reporting, to be screened by the Corps and Federal Resource Agencies for applicability under the general permit. This general permit does not affect the Corps individual permit review process or activities exempt from Corps jurisdiction.

**Activities Covered:** work and structures that are located in, or that affect, navigable waters of the United States (regulated by the Corps under Section 10 of the Rivers and Harbors Act of 1899) and the discharge of dredged or fill material into waters of the United States (regulated by the Corps under Section 404 of the Clean Water Act), and the transportation of dredged material for the purpose of disposal in the ocean (regulated by the Corps under Section 103 of the Marine Protection, Research and Sanctuaries Act).

**PROCEDURES:**

**A. State Approvals**

For projects authorized pursuant to this general permit that are also regulated by the State of Maine, the following state approvals are also required and must be obtained in order for this general permit authorization to be valid (applicants are responsible for ensuring that all required state permits and approval have been obtained):

- (a) Maine Department of Environmental Protection (DEP): Natural Resources Protection Act permit, including permit-by-rule and general permit authorizations; Site Location and Development Act permit; and Maine Waterway Development and Conservation Act.
- (b) Maine Department of Conservation: Land Use Regulation Commission (LURC) permit.
- (c) Maine Department of Marine Resources: Lease.
- (d) Bureau of Public Lands, Submerged Lands: Lease.

Note that projects not regulated by the State of Maine (e.g., seasonal floats or moorings) may still be authorized by this general permit.

## **B. Corps Authorizations : Category I (Non-Reporting)**

Work in Maine subject to Corps jurisdiction that meets the definition of Category I on the attached DEFINITION OF CATEGORIES sheets and that meets all of this permit's other conditions, does not require separate application to the Corps of Engineers. If the State or the Corps does not contact the applicant for PBRs and Tier One permits during the State's Tier One 30-day review period, Corps approval may be assumed and the project may proceed. Refer to the Procedures Section at Paragraph E below for additional information regarding screening.

**Note that the review thresholds under Category I apply to single and complete projects only (see special condition 5). Also note that Category I does not apply to projects occurring in a component of, or within 0.25 miles up and downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System (see condition 11, and page 9 for the listed rivers in Maine).**

There are also restrictions on other national lands or concerns which must be met in order for projects to be eligible for authorization under this PGP. Refer to special conditions 6-13 under Paragraph F below.

Work that is not regulated by the State of Maine, but that is subject to Corps jurisdiction, is eligible for Corps authorization under this PGP in accordance with the review thresholds and conditions contained herein.

Although Category I projects are non-reporting, the Corps reserves the right to require screening or an individual permit review if there are concerns for the aquatic environment or any other factor of the public interest (see special condition 4 on Discretionary Authority). The Corps review or State/Federal screening process may also result in project modification, mitigation or other special conditions necessary to minimize impacts and protect the aquatic environment as a requirement for PGP approval.

## **C. Corps Authorization: Category II (Reporting – requiring screening)**

### **APPLICATION PROCEDURES**

For projects that do not meet the terms of Category I (see DEFINITION OF CATEGORIES sheets), the Corps, State, and Federal Resource Agencies will conduct joint screening meetings to review applications. If projects are concurrently regulated by the DEP or LURC, applicants do not need to submit separate applications to the Corps. For projects not regulated by DEP or LURC, applicants must submit an application to the Corps Maine Project Office for a case-by-case determination of eligibility under this general permit (Category II). **Category II projects may not proceed until written notification is received from the Corps.**

Category II projects which occur in a component of, or within 0.25 mile up or downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System, will be coordinated with the National Park Service (see special condition 11, and page 9 for listed rivers in Maine).



There are also restrictions on other national lands or concerns which must be met in order for projects to be eligible for authorization under this PGP. Refer to special conditions 6-14 under Paragraph E below.

Category II applicants shall submit a copy of their application materials to the Maine Historic Preservation Commission and/or applicable Indian tribe(s) at the same time, or before, they apply to the DEP, LURC, or the Corps so that the project can be reviewed for the presence of historic/archaeological resources in the project area that may be affected by the proposed work. **Applications to the DEP or the Corps should include information to indicate that this has been done (applicant's statement or copy of cover letter to Maine Historic Preservation Commission and/or Indian tribe(s)).**

**The Corps may require additional information on a case-by-case basis as follows:**

- (a) purpose of project;
- (b) 8 1/2" by 11" plan views of the entire property including property lines and project limits with existing and proposed conditions (**legible, reproducible plans required**);
- (c) wetland delineation for the site, information on the basis of the delineation, and calculations of waterway and wetland impact areas (see special condition 2);
- (d) typical cross-section views of all wetland and waterway fill areas and wetland replication areas;
- (e) delineation of submerged aquatic vegetation, e.g., eel grass beds, in tidal waters;
- (f) area, type and source of fill material to be discharged into waters and wetlands, including the volume of fill below ordinary high water in inland waters and below the high tide line in coastal waters;
- (g) mean low, mean high water and high tide elevations in navigable waters;
- (h) limits of any Federal navigation project in the vicinity and State Plane coordinates for the limits of the proposed work closest to the Federal project;
- (i) on-site alternatives analysis (contact Corps for guidance);
- (j) identify and describe potential impacts to Essential Fish Habitat (contact Corps for guidance);
- (k) for dredging projects, include:
  - 1) the volume of material and area in square feet to be dredged below mean high water,
  - 2) existing and proposed water depths,
  - 3) type of dredging equipment to be used,
  - 4) nature of material (e.g., silty sand),

- 5) any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects,
- 6) information on the location and nature of municipal or industrial discharges and occurrences of any contaminant spills in or near the project area,
- 7) location of the disposal site (include locus sheet),
- 8) shellfish survey, and
- 9) sediment testing, including physical, chemical and biological testing. For projects proposing open water disposal, applicants are encouraged to contact the Corps as early as possible regarding sampling and testing protocols.

The Corps may request additional information. Dredging applicants may be required to conduct a shellfish and/or eel grass survey and sediment testing, including physical, chemical and biological testing. Sediment sampling and testing plans should be prepared or approved by the Corps before the samples are collected.

#### **STATE-FEDERAL SCREENING PROCEDURES:**

The Corps intends to utilize the application information required by the State for its regulatory program to the maximum extent practicable and the Corps normally will not be interacting with an applicant who is concurrently making application to the DEP or LURC. Projects not regulated by the State, but needing Corps of Engineers approval, **must apply directly to the Corps**. The joint screening meeting for Category II projects will occur regularly at the Corps or State offices and will involve representatives from the DEP, the Corps, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service.

The Corps and Federal Resource Agencies will classify the project within the State's review period, not to exceed 60 days, as: 1) approvable under the PGP as proposed; 2) needs additional information, including possible project modification, mitigation or other special conditions to minimize impacts; or 3) exceeds the terms or conditions of the PGP, including the minimal effects requirement, and an individual permit review will be required. In addition, the Corps retains the ability to exercise its discretionary authority and require an individual permit, irrespective of whether the terms and conditions of this general permit are met, based on concerns for the aquatic environment or any factor of the public interest (see special condition 4 on Discretionary Authority). All Category II projects must receive written approval from the Corps before work can proceed. If the project is not approvable as proposed, the DEP, LURC, or the Corps will contact the applicant to discuss the concerns raised. If the applicant is unable to resolve the concerns, the Corps, independently or at the request of the Federal Resource Agencies, will require an individual permit for the project. The applicant will be notified of this in writing, along with information about submitting the necessary application materials. The comments from the Federal Resource Agencies to the Corps may be verbal initially, and must be made within 10 working days of the screening meeting. These comments must be confirmed in writing within 10 calendar days of the verbal response if the Resource Agency(ies) will request an individual permit. The Federal Resource Agency's comments must reflect a concern within their area of expertise, state the species or resources that could be impacted by the project, and describe the impacts that either individually or cumulatively will be more than minimal.

## MINERALS MANAGEMENT SERVICE (MMS) REVIEW

For Category II projects which involve construction of solid fill structures or discharge of fills along the coast which may extend the coastline or baseline from which the territorial sea is measured, coordination between the Corps and Minerals Management Service (MMS), Continental Shelf (OCS) Survey Group, will be needed (pursuant to the Submerged Lands Act, 43 U.S.C., Section 1301-1315, 33 CFR 320.4(f)). During the screening period, the Corps will forward project information to MMS for their review. MMS will coordinate their determination with the Department of the Interior (DOI) Solicitor's Office. The DOI will have 15 calendar days from the date MMS is in receipt of project information to determine if the baseline will be affected. No notification to the Corps within 15 day review period will constitute a "no affect" determination. Otherwise, the solicitor's notification to the Corps may be verbal but must be followed with a written confirmation within 10 business days from the date of the verbal notification. This procedure will be eliminated if the State of Maine provides a written waiver of interest in any increase in submerged lands caused by a change in the baseline resulting from solid fill structure or fills authorized under this general permit.

### **D. Corps Authorization: Category III (Individual Permit)**

Work that is in the INDIVIDUAL PERMIT category on the attached DEFINITION OF CATEGORIES sheets, or that does not meet the terms and conditions of this general permit, will require an application for an individual permit from the Corps of Engineers (see 33 CFR Part 325.1). The screening procedures outlined above will only serve to delay project review in such cases. The applicant should submit the appropriate application materials (including the Corps application form) at the earliest possible date. General information and application forms can be obtained at (207) 623-8367 (Maine Field Office), (800) 343-4789, or (800) 362-4367 in Massachusetts. Individual water quality certification and coastal zone management consistency concurrence will be required from the State of Maine before Corps permit issuance.

### **E. Programmatic General Permit Conditions:**

The following conditions apply to activities authorized under the PGP, including all Category I (non-reporting) and Category II (reporting – requiring screening) activities:

#### GENERAL REQUIREMENTS:

1. **Other Permits.** Authorization under this general permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
2. **Applicability of this general permit shall be evaluated with reference to Federal jurisdictional boundaries.** Applicants are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328-329.
3. **Minimal Effects.** Projects authorized by this general permit shall have minimal individual and cumulative adverse environmental impacts as determined by the Corps.

4. **Discretionary Authority.** Notwithstanding compliance with the terms and conditions of this permit, the Corps of Engineers retains discretionary authority to require review for an individual permit based on concerns for the aquatic environment or for any other factor of the public interest. This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposal warrant individual review based on the concerns stated above. This authority may be invoked for projects with cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project that is not already covered by the remaining conditions of the PGP and that warrants greater review.

Whenever the Corps notifies an applicant that an individual permit may be required, authorization under this general permit is void and no work may be conducted until the individual Corps permit is obtained or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under this general permit.

5. **Single and Complete Projects.** This general permit shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single project and/or all planned phases of multi-phased projects shall be treated together as constituting one single and complete project (e.g., subdivisions should include all work such as roads, utilities, and lot development). This general permit shall not be used for any activity that is part of an overall project for which an individual permit is required.

#### NATIONAL CONCERNS:

6. **St. John/St. Croix Rivers.** This covers work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. This includes any temporary or permanent use, obstruction or diversion of international boundary waters which could affect the natural flow or levels of waters on the Canadian side of the line, as well as any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters when the activity could raise the natural level of water on the Canadian side of the boundary.
7. **Historic Properties.** Any activity authorized by this general permit shall comply with Section 106 of the National Historic Preservation Act. Information on the location and existence of historic resources can be obtained from the Maine Historic Preservation Commission and the National Register of Historic Places. Federally recognized tribes (Penobscots, Passamaquoddys, Micmacs, and Maliseets) may know of the existence of other sites that may be of significance to their tribes. See page 14 for historic properties contacts.

Applicants with projects which will undergo the screening process (Category II) shall submit a copy of their application materials, with the name and address of the applicant clearly indicated, to the Maine Historic Preservation Commission, 55 Capitol Street, State House Station 65, Augusta, Maine 04333, and to the applicable tribe(s) to be reviewed for the presence of historic and/or archaeological resources in the permit area that may be affected by the proposed work. The Corps will then be notified by the Commission and/or

Tribe within 10 days if there are State and/or tribal concerns that the proposed work will have an effect on historic resources. The applicant should include with their application to the State or the Corps either a copy of their cover letter or a statement of having sent their application material to the Commission and Tribe(s).

If the permittee, either prior to construction or during construction of the work authorized herein, encounters a previously unidentified archaeological or other cultural resource, within the area subject to Department of the Army jurisdiction, that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the District Engineer and the Maine Historic Preservation Commission and/or applicable Tribe(s).

8. **National Lands.** Activities authorized by this general permit shall not impinge upon the value of any National Wildlife Refuge, National Forest, or any area administered by the National Park Service.
9. **Endangered Species.** No activity is authorized under this general permit which
  - may affect a threatened or endangered species or a species proposed for such designation as identified under the Federal Endangered Species Act (ESA),
  - is likely to destroy or adversely modify the critical habitat or proposed critical habitat of such species,
  - would result in a 'take' of any threatened or endangered species of fish or wildlife, or
  - would result in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants.

Applicants shall notify the Corps if any listed species or critical habitat, or proposed species or critical habitat, is in the vicinity of the project and shall not begin work until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Information on the location of threatened and endangered species and their critical habitat can be obtained from the U.S. Fish and Wildlife Service and National Marine Fisheries Service (addresses attached, page 14).

10. **Essential Fish Habitat.** As part of the PGP screening process, the Corps will coordinate with the National Marine Fisheries Service (NMFS) in accordance with the 1996 amendments to the Magnuson-Stevens Fishery and Conservation Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed "essential fish habitat (EFH)", and is broadly defined to include "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." Applicants may be required to describe and identify potential impacts to EFH based upon the location of the project, the activity proposed, and the species present. Conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. Information on the location of EFH can be obtained from the NMFS regulations (50 CFR Part 600) (address listed on page 14) and on their web site (<http://www.nero.nmfs.gov/ro/doc/webintro.html>).

The EFH designation for Atlantic salmon includes all aquatic habitats in the watershed of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration:

St. Croix River	Pleasant River	Union River
Boyden River	Narraguagus River	Ducktrap River
Dennys River	Tunk Stream	Sheepscot River
Hobart Stream	Patten Stream	Kennebec River
Aroostook River	Orland River	Androscoggin River
East Machias River	Penobscot River	Presumpscot River
Machias River	Passagassawaukeag River	Saco River

11. **Wild and Scenic Rivers.** Any activity that occurs in a component of, or within 0.25 mile up or downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System, **must be reviewed by the Corps under the procedures of Category II of this general permit regardless of size of impact.** This condition applies to both designated wild and scenic rivers and rivers designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. The Corps will consult with the National Park Service (NPS) with regard to potential impacts of the proposed work on the resource values of the Wild and Scenic River. The culmination of this coordination will be a determination by the NPS and the Corps that the work: (1) may proceed as proposed; (2) may proceed with recommended conditions; or (3) could pose a direct and adverse effect on the resource values of the river and an individual permit is required. If preapplication consultation between the applicant and the NPS has occurred whereby the NPS has made a determination that the proposed project is appropriate for authorization under this PGP (with respect to wild and scenic river issues), this determination should be furnished to the Corps with submission of the application. The address of the NPS can be found on Page 14 of this permit. *National Wild/Scenic Rivers System (Designated River in Maine) as of 5/2/00: Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River. Length = 92 miles*
12. **Federal Navigation Project.** Any structure or work that extends closer to the horizontal limits of any Corps navigation project than a distance of three times the project's authorized depth (see attached map following page 16 for locations of these projects) shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys.
13. **Navigation.** There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein.

The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure

or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

14. **Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following: (a) damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; (b) damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest; (c) damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit; (d) design or construction deficiencies associated with the permitted work; (e) damage claims associated with any future modification, suspension, or revocation of this permit.

#### MINIMIZATION OF ENVIRONMENTAL IMPACTS:

15. **Minimization.** Discharges of dredged or fill material into waters of the United States shall be avoided and minimized to the maximum extent practicable, regardless of review category.
16. **Work in Wetlands.** Heavy equipment working in wetlands shall be avoided if possible, and **if required, shall be placed on mats or other measures taken** to minimize soil and vegetation disturbance. Disturbed areas in wetlands shall be restored to preconstruction contours and conditions upon completion of the work.
17. **Temporary Fill.** Temporary fill in waters and wetlands authorized by this general permit (e.g., access roads, cofferdams) shall be properly stabilized during use to prevent erosion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade. Temporary fills shall be disposed of at an upland site, suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas shall be restored to their approximate original contours but not higher. No temporary fill shall be placed in waters or wetlands unless specifically authorized by the Corps.
18. **Sedimentation and Erosion Control.** Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, vegetated filter strips, geotextile silt fences or other devices, shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment. These devices shall be removed upon completion of work and the disturbed areas shall be stabilized. The sediment collected by these devices shall be removed and placed at an upland location in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

19. **Waterway Crossings.**

- (a) All temporary and permanent crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed to withstand and to prevent the restriction of high flows, to maintain existing low flows, and to not obstruct the movement of aquatic life indigenous to the waterbody beyond the actual duration of construction.
- (b) Temporary bridges, culverts, or cofferdams shall be used for equipment access across streams (NOTE: areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this general permit).
- (c) For projects that otherwise meet the terms of Category I, instream construction work shall be conducted during the low flow period July 15 - October 1 in any year. Projects that are not to be conducted during that time period are ineligible for Category I and shall be screened pursuant to Category II, regardless of the waterway and wetland fill and/or impact area.

20. **Discharge of Pollutants.** All activities involving any discharge of pollutants into waters of the United States authorized under this general permit shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1251) and applicable state and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this permit, the authorized work shall be modified to conform with these standards within six months of the effective date of such revision or modification, or within a longer period of time deemed reasonable by the District Engineer in consultation with the Regional Administrator of the Environmental Protection Agency. Applicants may presume that state water quality standards are met with issuance of the 401 Water Quality Certification.

21. **Spawning Areas.** Discharges into known 1) fish and shellfish spawning or nursery areas; and 2) amphibian and waterfowl breeding areas, during spawning or breeding seasons shall be avoided, and impacts to these areas shall be avoided or minimized to the maximum extent practicable during all times of year.

22. **Storage of Seasonal Structures.** Coastal structures such as pier sections and floats that are removed from the waterway for a portion of the year shall be stored in an upland location located above mean high water and not in tidal marsh.

23. **Environmental Values.** The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner so as to maintain as much as is practicable, and to minimize any adverse impacts on, existing fish and wildlife and natural environmental values.

24. **Protection of Vernal Pools.** Impacts to uplands in proximity (within 500 feet) to the vernal pools referenced in DEFINITIONS OF CATEGORIES shall be minimized to the maximum extent possible.



PROCEDURAL CONDITIONS:

25. **Cranberry Development Projects.** For Cranberry development projects authorized under the PGP, the following conditions apply:
1. If a cranberry bog is abandoned for any reason, the area must be allowed to convert to natural wetlands unless an individual permit is obtained from the Corps of Engineers allowing the discharge of fill for an alternate use.
  2. No stream diversion shall be allowed under this permit.
  3. No impoundment of perennial streams shall be allowed under this permit.
  4. The project shall be designed and constructed to not cause flood damage on adjacent properties.
26. **Inspections.** The permittee shall permit the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with the terms and conditions of this permit. The District Engineer may also require post-construction engineering drawings for completed work, and post-dredging survey drawings for any dredging work. **To facilitate these inspections, the attached work notification form should be filled out and returned to the Corps for all Category II projects.**
27. **Maintenance.** The permittee shall maintain the work or structures authorized herein in good condition, including maintenance, to ensure public safety. Dredging projects: note that this does not include maintenance of dredging projects. Maintenance dredging is subject to the review thresholds described on the attached DEFINITION OF CATEGORIES sheets and/or any conditions included in a written Corps authorization.
28. **Property Rights.** This permit does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations. **If property associated with work authorized by the PGP is sold, the PGP authorization is automatically transferred to the new property owner. The new property owner should provide this information to the Corps in writing. No acknowledgement from the Corps is necessary.**
29. **Modification, Suspension, and Revocation.** This permit may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7 and any such action shall not be the basis for any claim for damages against the United States.
30. **Restoration.** The permittee, upon receipt of a notice of revocation of authorization under this permit, shall restore the wetland or waterway to its former condition without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

31. **Special Conditions.** The Corps, independently or at the request of the Federal Resource Agencies, may impose other special conditions on a project authorized pursuant to this general permit that are determined necessary to minimize adverse environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, will constitute a permit violation and may subject the permittee to criminal, civil, or administrative penalties or restoration.
32. **False or Incomplete Information.** If the Corps makes a determination regarding the eligibility of a project under this permit and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the permit shall not be valid and the government may institute appropriate legal proceedings.
33. **Abandonment.** If the permittee decides to abandon the activity authorized under this general permit, unless such abandonment is merely the transfer of property to a third party, he/she must restore the area to the satisfaction of the District Engineer.
34. **Enforcement cases.** This general permit does not apply to any existing or proposed activity in Corps jurisdiction associated with an on-going Corps of Engineers or Environmental Protection Agency enforcement action until such time as the enforcement action is resolved or the Corps determines that the activity may proceed independently without compromising the enforcement action. The Corps may choose not to accept applications or issue permits to any applicant with outstanding violations.
35. **Emergency situations.** This PGP can be used to authorize the repair, rehabilitation, or replacement of those structures destroyed by storms, floods, fire or other discrete unexpected and catastrophic event. In such situations and if the work exceeds Category I limitations, if applicant applies to the Corps within 30 days of the event, the Corps will attempt to contact the resource agencies for their approvals but, if unable to contact them, will issue an emergency permit and review them after-the-fact with the agencies at the next joint processing meeting. Proposed work submitted more than 30 days after the emergency will go through the standard PGP procedures.

#### DURATION OF AUTHORIZATION/GRANDFATHERING:

36. **Duration of Authorization.** Activities authorized under this general permit that have commenced (i.e., are under construction) or are under contract to commence in reliance upon this authorization will remain authorized provided the activity is completed within twelve months of the date of the general permit's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2 (e)(2). Activities completed under the authorization of the general permit that was in effect at the time the activity was completed will continue to be authorized by the general permit.

**37. Previously Authorized Activities.**

- (a) Activities which have commenced (i.e., are under construction or are under contract to commence) prior to the issuance date of this general permit, in reliance upon the terms and conditions of the non-reporting category of the previous Maine PGP shall remain authorized provided the activity is completed within twelve months of the date of issuance of this general permit, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with special condition 4. The applicant must be able to document to the Corps satisfaction that the project was under construction or contract by the appropriate date.
- (b) Projects that have received written verification or approval from the Corps, based on applications made to the Corps prior to issuance of this general permit, for the previous Maine SPGP and PGP, Nationwide permits, regional general permits, or letters of permission shall remain authorized as specified in each authorization.
- (c) This general permit does not affect activities authorized pursuant to 33 CFR Part 330.3 (activities occurring before certain dates).

{PRIVATE}DISTRICT  
ENGINEER\_\_\_\_\_

DATE\_\_\_\_\_

## CONTACTS FOR MAINE PROGRAMMATIC GENERAL PERMIT:

*U.S. Army Corps of Engineers*  
Maine Project Office  
675 Western Avenue #3  
Manchester, Maine 04351  
207-623-8367  
Fax # 207-623-8206

*Federal Endangered Species*  
U.S. Fish and Wildlife Service  
Maine Field Office  
1033 South Main Street  
Old Town, Maine 04468  
207-827-5938  
Fax # 207-827-6099

*Wild and Scenic Rivers*  
National Park Service  
North Atlantic Region  
15 State Street  
Boston, MA 02109  
617-223-5203

*Maine Historic Preservation Commission*  
55 Capitol Street  
State House Station 65  
Augusta, Maine 04333  
207-287-2132  
Fax # 207-287-2335

*Aroostook Band of Micmacs*  
P.O. Box 772  
Presque Isle, Maine 04769  
207-764-1972  
Fax # 207-764-7667

*Passamaquoddy Tribe of Indians*  
Pleasant Point Reservation  
Attn: Tribal Council  
P.O. Box 343  
Perry, Maine 04667  
207-853-2600  
Fax # 207-853-6039

*Federal Endangered Species and Essential  
Fish Habitat*  
National Marine Fisheries Service  
One Blackburn Drive  
Gloucester, Massachusetts 01939  
978-281-9102  
Fax # 978-281-9301

*Houlton Band of Maliseet Indians*  
Attn: Brenda Commander, Tribal Chief  
Route 3 – Box 450  
Houlton, Maine 04730  
207-532-4273  
Fax # 207-532-2660

*Passamaquoddy Tribe of Indians*  
Indian Township Reservation  
Attn: Donald Soctomah  
P.O. Box 301  
Princeton, Maine 04668  
207-796-2301  
Fax # 207-796-5256

*Penobscot Indian Nation*  
Richard Hamilton, Chief  
6 River Road  
Indian Island Reservation  
Old Town, Maine 04468  
(207) 827-7776  
Fax # 207-827-1137

*Maine Department of Environmental Protection  
(For State Permits and Water Quality  
Certifications)*

Natural Resources Division  
Bureau of Land and Water Quality Control  
State House Station 17  
Augusta, Maine 04333  
207-287-2111

Southern Maine Regional Office  
312 Canco Road  
Portland, Maine 04103  
201-822-6300

Eastern Maine Regional Office  
106 Hogan Road  
Bangor, Maine 04401  
207-941-4570

Northern Maine Regional Office  
1235 Central Drive  
Skyway Park  
Presque Isle, Maine 04769  
207-764-0477

*Maine Land Use Regulation Commission (LURC)  
offices*

22 State House Station  
Augusta, ME 04333-0022  
207-287-2631  
800-452-8711 (call to obtain appropriate LURC  
office)  
Fax # 207-287-7439

45 Radar Road  
Ashland, ME 04732-3600  
207-435-7963  
Fax # 207-435-7184

Lakeview Drive  
P.O. Box 1107  
Greenville, ME 04441  
207-695-2466  
Fax # 207-695-2380

191 Main Street  
East Millinocket, ME 04430  
207-746-2244  
Fax # 207-746-2243

*(For CZM Determinations)*

State Planning Office  
Coastal Program  
184 State Street  
State House Station 38  
Augusta, Maine 04333  
207-287-1009

*Maine Department of Marine Resources  
(For Aquaculture Leases)*  
McKown Point  
Boothbay Harbor, Maine 04575  
207-633-9500

*(For Submerged Lands Leases)*

Maine Department of Conservation  
Bureau of Parks and Lands  
22 State House Station  
207-287-3061

<b>A. INLAND WETLANDS (WATERS OF THE U.S.)<sup>1</sup></b>	<b>CATEGORY I</b>	<b>CATEGORY II</b>	<b>INDIVIDUAL PERMIT</b>
(a) NEW FILL/ EXCAVATION DISCHARGES	<p>Less than 4,300 sf inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>-- Includes projects covered by a State Tier One permit with no cumulative impacts over 15,000 sf in inland wetlands from previous permits, unauthorized work, and/or other state permits.</p> <p>--Includes crossing of perennial waterways designated as Essential Fish Habitat (EFH) for Atlantic salmon<sup>2</sup> if the waterway is crossed with a span and footprints of the span abutments are outside ordinary high water with no more than 4,300 sf of associated wetland impact.</p> <p>--Includes in-stream work of up to 4,300 sf of fill below ordinary high water in waterways not designated as EFH for Atlantic salmon<sup>2</sup> and performed in accordance with Maine Permit By Rule standards or a LURC permit.</p>	<p>4,300 sf to 3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback.</p> <p>--Includes in-stream work, including crossings (other than spanned crossing as described in Category I) with any discharge of fill below ordinary high water in perennial waterways designated as EFH for Atlantic salmon<sup>2</sup>.</p> <p>--Time of year restrictions determined case-by-case.</p>	<p>Greater than 3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback<sup>3</sup>.</p> <p>In-stream work exceeding Category II limits.</p> <p>If EIS required by the Corps.</p>

<sup>1</sup> Waters of the U.S. in inland areas: inland rivers, streams, lakes, ponds and wetlands.

<sup>2</sup> Essential Fish Habitat for Atlantic salmon includes all aquatic habitats in the watersheds of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration: St. Croix, Boyden, Dennys, Hobart Stream, Aroostook, East Machias, Machias, Pleasant, Narraguagus, Tunk Stream, Patten Stream, Orland, Penobscot, Passagassawaukeag, Union, Ducktrap, Sheepscot, Kennebec, Androscoggin, Presumpscot, and Saco River.

The larger the impacts, the more likely an individual permit will be required. Projects involving widening, expansion or impacts to degraded or low value wetlands between 1-3 acres may be approved under Category II, subject to the Federal screening. The Corps recognizes and endorses the DEP Tier 2 upper thresholds of 1 acre. Compensatory mitigation is likely to be required at this level of impact.

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(a) NEW FILL/ EXCAVATION DISCHARGES (continued)	<p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback.</p> <p>--In-stream work limited to July 15-Oct. 1.</p> <p>--This category excludes situations when a vernal pool of any size may be impacted, in accordance with the ME DEP definition of vernal pool<sup>4</sup>.</p> <p>--This category excludes work within ¼ mile of a Wild and Scenic River<sup>5</sup>.</p> <p>--This category excludes dams, dikes, or activities involving water withdrawal or water diversion.</p> <p>--This category excludes work in National Wildlife Refuges.</p>	Proactive restoration projects with any amount of impact can be reviewed under Category II. The Corps, in consultation with State and Federal agencies, must determine that net adverse effects are not more than minimal.	
(b) BANK STABILIZATION PROJECTS	<p>Inland bank stabilization less than 500 ft. long and less than 1 cy fill per linear foot below ordinary high water in ponds, lakes, and waterways not designated as EFH for Atlantic Salmon<sup>2</sup>, provided there is no wetland fill.</p> <p>--In-stream work limited to July 15-October 1.</p>	<p>--Inland bank stabilization in ponds, lakes, and waterways not designated as EFH for Atlantic salmon<sup>2</sup> which exceeds Category I limits.</p> <p>--Inland bank stabilization of any size below ordinary high water in waterways designed as EFH for Atlantic salmon<sup>2</sup>.</p> <p>--Other stabilization exceeding Category I.</p>	
(c) REPAIR AND MAINTENANCE OF AUTHORIZED FILLS	Repair or maintenance of existing, currently serviceable, authorized fills with no substantial expansion or change in use.	Replacement of non-serviceable fills, or repair or maintenance of serviceable fills with expansion of any amount up to 1 acre, or with a change in use.	Replacement of non-serviceable fills, or repair or maintenance of serviceable fills with greater than 1 acre of expansion.

<sup>4</sup> Vernal Pool: Naturally-occurring, or intentionally created for the purposes of compensatory mitigation, temporary to permanent bodies of water occurring in shallow depressions that fill during the spring and fall and may dry during the summer. Vernal pools have no permanent or viable populations of predatory fish. Vernal pools provide the primary breeding habitat for wood frogs, spotted salamanders, blue-spotted salamanders, and fairy shrimp, and provide habitat for other wildlife including several endangered and threatened species.

<sup>5</sup> National Wild/Scenic Rivers System (Designated River in Maine): Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River. Length = 92 miles

<b>B. TIDAL WATERS AND NAVIGABLE WATERS<sup>6</sup></b>	<b>CATEGORY I</b>	<b>CATEGORY II</b>	<b>INDIVIDUAL PERMIT</b>
(a) FILL		<p>Up to 1 acre waterway or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared). Includes temporary and permanent waterway fill.</p> <p>--Temporary tidal marsh impacts up to 1 acre.</p> <p>--Permanent tidal marsh, mudflat, or vegetated shallows<sup>7</sup> fill up to 1,000 sf.</p> <p>-- Proactive restoration projects with any amount of impact can be reviewed under Cat. II. The Corps, in consultation with State and Federal agencies, must determine that net adverse effects are not more than minimal.</p>	<p>Greater than 1 acre waterway fill and secondary impacts (e.g., areas drained, flooded or cleared). Includes temporary and permanent waterway fill.</p> <p>--Temporary tidal marsh impacts over 1 acre.</p> <p>--Permanent tidal marsh, mudflat, or vegetated shallows<sup>6</sup> fill over 1,000 sf.</p>
(b) REPAIR AND MAINTENANCE WORK	<p>Repair or maintenance of existing, currently serviceable, authorized structure or fill with no substantial expansion or change in use.</p> <p>--Work must be in same footprint as original structure or fill.</p>	<p>Repair or replacement of any non-serviceable structure or fill, or repair or maintenance of serviceable fills, with expansion of any amount up to 1 acre, or with a change in use.</p>	<p>Replacement of non-serviceable structures or fill or repair or maintenance of serviceable structures or fill with expansion greater than 1 acre.</p>

<sup>6</sup> Navigable Waters: waters that are subject to the ebb and flow of the tide and Federally designated navigable waters (Penobscott River to Medway, Kennebec River to Moosehead Lake, and the portion of Umbagog Lake in Maine).

<sup>7</sup> Vegetated Shallows: subtidal areas that support rooted aquatic vegetation such as eelgrass.



	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(c) DREDGING	<p>Maintenance dredging of less than 1,000 cy with upland disposal.</p> <p>--Proper siltation controls used</p> <p>--Limited to work between November 1 and January 15</p> <p>--No impact to special aquatic sites<sup>8</sup>.</p>	<p>Maintenance dredging of greater than 1,000 cy, new dredging of up to 25,000 cy, or projects that do not meet Category I. Disposal includes upland, open water or beach nourishment (above mean high water), only if material is determined suitable.</p>	<p>Maintenance dredging (any amount) in or affecting special aquatic sites<sup>7</sup>.</p> <p>See B(a) above for dredge disposal in wetlands or waters.</p> <p>New dredging greater than 25,000 cy or any amount in or affecting special aquatic sites<sup>7</sup>.</p>
(d) MOORINGS	<p>--Private, non-commercial, non-rental single boat moorings not associated with any boating facility<sup>9</sup> provided not located in a Federal Navigation Project, there is no interference with navigation, it is not located in vegetated shallows<sup>6</sup>, and it is within ¼ mile of the owner's residence or a public access point<sup>10</sup>.</p> <p>--Minor relocation of previously authorized moorings and moored floats consistent with Harbormaster recommendations, provided it is also consistent with local regulations, is not located in vegetated shallows, and does not interfere with navigation.</p>	<p>Moorings that do not meet the terms of Category I (e.g., rental or service moorings) and moorings that meet the terms of Category I that are located in a Federal anchorage.</p>	<p>Moorings within the horizontal limits, or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project, except those in Federal anchorages under Category II.</p>

<sup>8</sup> Special Aquatic Sites: include wetlands and salt marsh, mudflats, riffles and pools, and vegetated shallows.

<sup>9</sup> Boating Facilities: facilities that provide, rent, or sell mooring space, such as marinas, yacht, clubs, boat clubs, boat yards, town facilities, dockominiums, etc.

<sup>10</sup> Cannot be at a remote location to create a convenient transient anchorage.

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(e) PILE-SUPPORTED STRUCTURES AND FLOATS	Reconfiguration of existing authorized docks, provided structures are not positioned over vegetated shallows <sup>6</sup> or salt marsh and provided floats are supported off substrate at low tide. No dredging, additional slips or expansion allowed.	Private piers and floats for navigational access to waterway (seasonal and permanent).	Structures, piers or floats that extend, or with docked/moored vessels that extend, into the horizontal limits of a Federal Navigation Project. Structures, including piers and floats, associated with a new or previously unauthorized boating facility <sup>8</sup> .
(f) MISCELLANEOUS	<p>--Temporary buoys, markers, floats, etc., for recreational use during specific events, provided they are removed within 30 days after use is discontinued.</p> <p>--Coast Guard approved aids to navigation.</p> <p>--Oil spill clean-up temporary structures or fill.</p> <p>--Fish/wildlife harvesting structures/fill (as defined by 33 CFR 330, App. A-4)</p> <p>--Scientific measurement devices and survey activities such as exploratory drilling, surveying or sampling.</p> <p>--Shellfish seeding (brushing the flats) projects<sup>11</sup></p> <p>--Does <u>not</u> include oil or gas exploration and fills for roads or construction pads.</p> <p>--This category excludes work in National Wildlife Refuges.</p>	<p>--Structures or work in or affecting tidal or navigable waters that are not defined under any of the previous headings. Includes, but is not limited to, utility lines, aerial transmission lines, pipelines, outfalls, boat ramps, bridge fills/abutments, etc.</p> <p>--Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities which are consistent with the Corps revised standard siting requirements and standard permit conditions dated 7/6/94, or as revised.</p>	If EIS required by Corps.

<sup>11</sup> Brushing the flats: the placement of tree boughs, wooden lath structures, or small-mesh fencing on mudflats for the purpose of enhancing recruitment of soft-shell clams (*Mya arenaria*).

**WORK START NOTIFICATION FORM**  
**(Minimum Notice: Two Weeks before Work Begins)**

**MAIL TO:** U.S. Army Corps of Engineers, New England District  
Regulatory Branch  
Policy Analysis/Technical Support Section  
696 Virginia Road  
Concord, Massachusetts 01742-2751

A Corps of Engineers Permit (No. \_\_\_\_\_) was issued to the permittee. The permit authorized the permittee to \_\_\_\_\_  
\_\_\_\_\_

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

*PLEASE PRINT OR TYPE*

**Name of Person/Firm:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** (     ) \_\_\_\_\_ (     ) \_\_\_\_\_

**Proposed Work Dates:** Start: \_\_\_\_\_ Finish: \_\_\_\_\_

**PERMITTEE'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

FOR USE BY THE CORPS OF ENGINEERS

PM: \_\_\_\_\_ Submittals Required: \_\_\_\_\_  
\_\_\_\_\_

Inspection Recommendation: \_\_\_\_\_  
\_\_\_\_\_

**MITIGATION WORK-START NOTIFICATION FORM**  
**(Minimum Notice: Two Weeks Before Mitigation Work Begins)**

\*\*\*\*\*

MAIL TO: U.S Army Corps of Engineers, New England District  
Regulatory Branch  
Policy Analysis/Technical Support Section  
696 Virginia Road  
Concord, Massachusetts 01742-2751

\*\*\*\*\*

Corps of Engineers Permit No. ( ) was issued to **[insert name of permittee]**. The permit authorized the permittee to **[insert brief description of the authorized work and location]**.

The permit required compensatory mitigation. **[Briefly describe the requirements, including, if applicable, submitting a final mitigation plan and monitoring reports.]**

Those listed below will do the mitigation, including monitoring and remediation if required. They understand the requirements of the permit and the mitigation and monitoring plan.

*PLEASE PRINT OR TYPE*

**Environmental**  
*Consultant/Scientist*

**Mitigation**  
*Contractor*

*Name of Person/Firm:* \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**Proposed Mitigation Work Dates:** Start \_\_\_\_\_ Finish \_\_\_\_\_

**PERMITTEE'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Corps PMs:** \_\_\_\_\_